

Table of Contents

Agenda	4
*ZON2009-00036 - City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") and LI Limited Industrial ("LI"); associated with CON2009-40, a Conditional Use for a wrecking/salvage yard. Generally located north of MacArthur Road, on the east side of Broadway Avenue. (District III)	
Agenda Report No. V-1.	9
Ordinance No. 48-596.	13
ZON2009-36 Excerpt of the December 17, 2009 MAPC Hearing	15
*ZON2006-00021 – Zone change from B Multi-family Residential ("B") and MF-29 Multi-family Residential ("MF-29") to LC Limited Commercial ("LC") with a Protective Overlay; generally located on the east side of Parkwood Lane, between Harry Street and Boston Avenue and one block west of Edgemoor Avenue. (District III)	
Agenda Report No. V-2.	23
Ordinance No. 48-597.	26
Background Material	28
*SUB 2006-81 -- Plat of Mandy Kay Commercial Addition, located south of 45th Street North and on the west side of Hoover Road. (District V)	
Agenda Report No. V-3.	37
Ordinance No. 48-598.	39
Resolution No. 10-012	41
Supporting Documents	43
*VAC2006-26 Request to vacate portions of platted utility easement, generally located northwest of the Edgemoor Avenue - Harry Street intersection. (District III)	
Agenda Report No. V-4.	49
Preliminary Estimates. (See attached)	
Preliminary Estimates.	51
(See Attached)	
Deeds and Easements	53
Supplemental Design Agreement No. 1, for Maize Road between Pawnee and Kellogg. (District IV)	
Agenda Report No. XII-5a.	54
Exhibit.	57
Partial Acquisition of 1250 South 127th Street East for the Harry: Greenwich to 127th Street East Road Improvement Project. (District II)	
Agenda Report No. XII-6a.	60
1250 S 127th Supporting	61
1250 S 127th Aerial Supporting.	70
Authorization to Exercise Purchase Option for former Kansas Sports Hall of Fame building in Old Town. (District VI)	

Agenda Report No. XII-8.	71
Purchase Option, Shores, LP. (District III)	
Agenda Report No. XII-9.	73
Resolution No. 10-015	74
Bill of Sale.	77
Special Warranty Deed	79
Termination and Release	82
Building Facade Improvements in the Core Area. (Districts I and VI)	
Agenda Report No. XII-10.	86
Resolution No.	87
City of Wichita Refunding and Improvement Revenue Bonds, Series IV, 1994 and Series III, 2007 (Presbyterian Manors, Inc.); Easement Request, Arkansas City Facilities. (District II)	
Agenda Report No. XII-11. and Resolution No. 10-013.	89
Construction Easement 1 Staging.	93
Construction Easement 2	99
Water Line Easement.	105
This page goes before exhibits	110
Construction Easement Exhibit 1 -Staging	111
Construction Easement Exhibit 2	113
Water Line Easement Exhibit	115
2009 Budget Adjustment - Central Inspection Fund.	
Agenda Report No. XII-12.	117
South Broadway Streetscape Project. (Districts I and III)	
Agenda Report No. XII-13.	118
Nuisance Abatement Assessments.	
Agenda Report No. XII-14.	119
Abatement of Dangerous and Unsafe Structures. (Districts I, III, IV and VI)	
Agenda Report No. XII-15.	155
Van Lease Agreements with Paratransit Contracting Agencies.	
Agenda Report No. XII-16.	162
Lease Agreement, CPRFK Inc.,	163
Lease Agreement, KETCH,	169
Lease Agreement, Starkey Inc.,	175
Bonding Resolution for Century II Renovation Projects.	
Agenda Report No. XII-17. , Resolution No. 10-016 and DOI	181
Kansas Department of Transportation (KDOT) Construction Training Project.	
Agenda Report No. XII-18.	184
Supporting Document.	185
Authorize the Economic Development Fund to pay the debt service payment for the Kansas Sports Hall of Fame Public Building Commission bonds. (District VI)	
Agenda Report No. XII-19.	188

List of second reading Ordinances. (See Attached)

Second Reading Ordinances 189

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. January 26, 2010

First Floor Boardroom
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on January 12, 2010

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 4)

1. *ZON2009-00036 - City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") and LI Limited Industrial ("LI"); associated with CON2009-40, a Conditional Use for a wrecking/salvage yard. Generally located north of MacArthur Road, on the east side of Broadway Avenue. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change subject to the conditions of CON2009-40 and subject to the condition of platting within one year of approval by the governing body; instruct the Planning Department to forward the ordinance for first reading when the plat is recorded.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

2. *ZON2006-00021 – Zone change from B Multi-family Residential ("B") and MF-29 Multi-family Residential ("MF-29") to LC Limited Commercial ("LC") with a Protective Overlay; generally located on the east side of Parkwood Lane, between Harry Street and Boston Avenue and one block west of Edgemoor Avenue. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay #174 and place the ordinance establishing the zone change on first reading.

3. *SUB 2006-81 -- Plat of Mandy Kay Commercial Addition, located south of 45th Street North and on the west side of Hoover Road. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, approve first reading of the Ordinance and adopt the Resolutions.

4. *VAC2006-26 Request to vacate portions of platted utility easement, generally located northwest of the Edgemoor Avenue - Harry Street intersection. (District III)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 20A)

1. Report of Board of Bids and Contracts dated January 25, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
Rodrigo Rubinetti Vuotto	La Parrillada LLC*	333 East English
<u>Renewal</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
Paul Oropesa	Tex Consolver Golf Course	1931 South Tyler Road
Mark Ryan	Ryan Boys West Inc. dba Two Brothers BBQ*	8406 West Central
Matthew J Ryan	Ryan Boys North, Inc. dba Two Brother BBQ*	3750 North Woodlawn Suite 102
<u>Renewal</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
Lethanh T Le	Broadway Supermarket	1336 North Broadway
Jeff Parker	Kwik Shop #749	2142 North Webb Road
Kenny Nyuyen	PP-Station	2601 North Broadway
Lori Cottrell	Wal-Mart Stores, Inc dba Wal-Mart Supercenter #1221	6110 West Kellogg

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Deeds and Easements:

- a. (See Attached)

RECOMMENDED ACTION: Accept documents.

5. Design Services Agreement:

- a. Supplemental Design Agreement No. 1, for Maize Road between Pawnee and Kellogg. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Property Acquisition:

- a. Partial Acquisition of 1250 South 127th Street East for the Harry: Greenwich to 127th Street East Road Improvement Project. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions

Wichita Airport Advisory Board, December 7, 2009
District Advisory Board, December 7, 2009
Board of Appeals of Plumbers and Gas Fitters Minutes, December 16th, 2009
Arts Council, December 10, 2009
Wichita Historic Preservation Board, December 14, 2009
Board of Code Standards and Appeals, December 7, 2009
Joint Investment Committee, December 3, 2009
Board of Park Commissioners, December 14, 2009
Board of Park Commissioners, January 11, 2010

RECOMMENDED ACTION: Receive and file.

8. Authorize the Economic Development Fund to pay the debt service payment for the Kansas Sports Hall of Fame Public Building Commission bonds. (District VI)

RECOMMENDED ACTION: Approve the debt service payments for the Kansas Sports Hall of Fame Public Building Commission bonds for February and August 1, 2010 from the Economic Development Fund and budget adjustments as required.

9. Purchase Option, Shores, LP. (District III)

RECOMMENDED ACTION: Adopt the Resolution authorizing the Special Warranty Deed, Termination and Release of LURA, Bill of Sale and the Termination of Lease Agreement for Shores LP and authorize the necessary signatures.

10. Building Facade Improvements in the Core Area. (Districts I and VI)

RECOMMENDED ACTION: Adopt the resolution.

11. City of Wichita Refunding and Improvement Revenue Bonds, Series IV, 1994 and Series III, 2007 (Presbyterian Manors, Inc.); Easement Request, Arkansas City Facilities. (District II)

RECOMMENDED ACTION: Adopt the Resolution approving the Tenant's request to grant the easements requested by the City of Arkansas City, and also approving the execution, attestation and delivery of documents granting said easements, substantially in accordance with the forms attached to the Resolution as exhibits, and the execution, attestation and delivery of any further documents reasonably necessary to accomplish the requested grants of easement.

12. 2009 Budget Adjustment - Central Inspection Fund.

RECOMMENDED ACTION: Approve the budget adjustment.

13. South Broadway Streetscape Project. (Districts I and III)

RECOMMENDED ACTION: Approve the budget modification which utilizes Community Development Block Grant funds for the north portion of the South Broadway Streetscape Project.

14. Nuisance Abatement Assessments.

RECOMMENDED ACTION: Approve the proposed assessments.

15. Abatement of Dangerous and Unsafe Structures. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

16. Van Lease Agreements with Paratransit Contracting Agencies.

RECOMMENDED ACTION: Approve the van leases and authorize the necessary signatures.

17. Bonding Resolution for Century II Renovation Projects.

RECOMMENDED ACTION: Approve the bonding resolution.

18. Kansas Department of Transportation (KDOT) Construction Training Project.

RECOMMENDED ACTION: Approve the City's continued services to KANSEL clients and authorize the necessary signatures.

19. Authorization to Exercise Purchase Option for former Kansas Sports Hall of Fame building in Old Town.
(District VI)

RECOMMENDED ACTION: Authorize staff to give notice to the Wichita Public Building Commission of its intent to exercise its purchase option for the Kansas Sports Hall of Fame building in Old Town, subject to the City selling the building to Marketplace Properties, and to request a waiver of the 30-day notice requirement.

20. Second Reading Ordinances: (First Read January 12, 2010)

- a. List of second reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
January 26, 2010

To: Mayor and City Council

Subject: ZON2009-00036 - City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") and LI Limited Industrial ("LI"); generally located north of MacArthur Road, on the east side of Broadway Avenue; associated with CON2009-40. (District III)

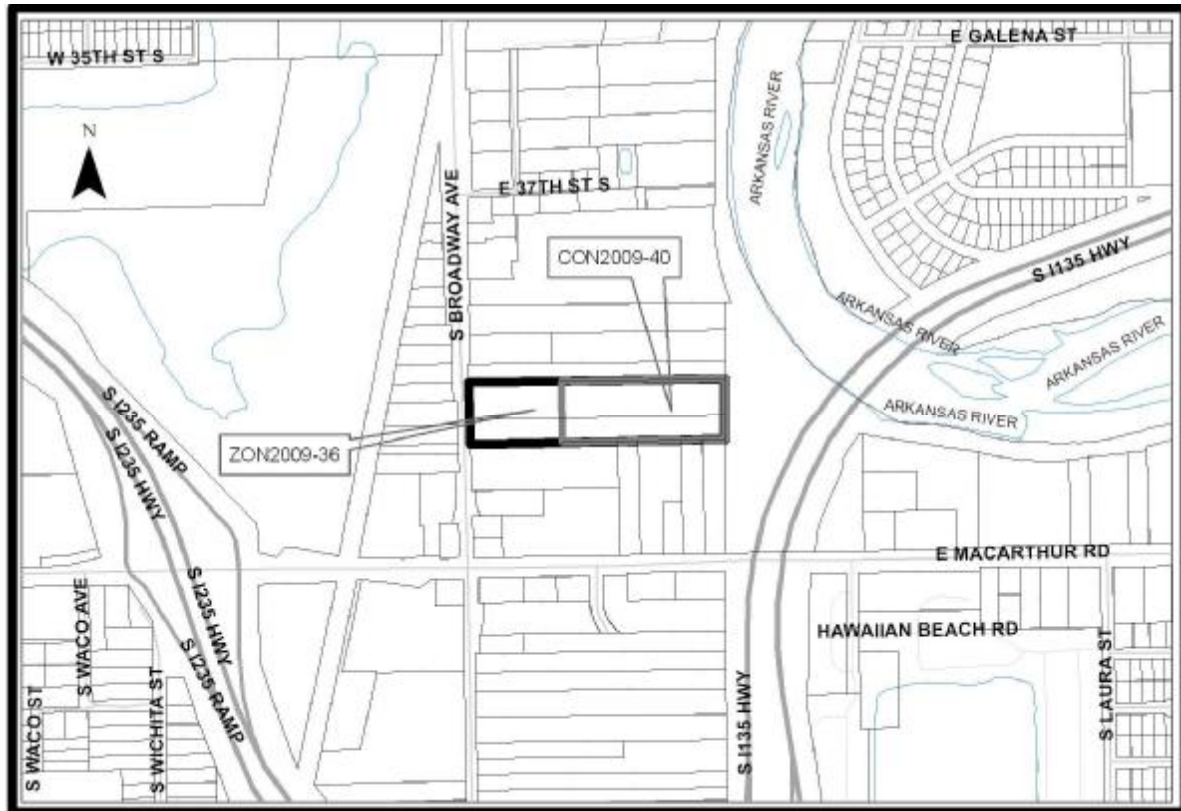
Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

MAPC Recommendations: Approve (13-1), subject to staff recommendations

MAPD Staff Recommendations: Approve, subject to conditions and platting within a year

DAB III Recommendations: Approve, unanimously (8-0), subject to staff recommendations



Background: The applicant is requesting a zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”) and LI Limited Industrial (“LI”). The requested LI zoning is associated with a Conditional Use (CON2009-40) to permit a wrecking/salvage yard on the rezoned LI portion of the 9.66-acre unplatted tract. The subject property was a nursery and still has many of the nursery’s structures on it. The Unified Zoning Code (UZC) definition of a “wrecking and salvage yard” includes the proposed use: “...a lot, land, or structure used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage materials, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards.” The UZC, Art III, Sec III-D.6.e, requires a Conditional Use for a wrecking/salvage yard in the LI zoning district.

Per the UZC, Art III, Sec III-D.6.e, the conditions for Conditional Use for a wrecking/salvage yard in the LI zoning district are:

- (1) Is not abutting an arterial street, expressway, or freeway;
- (2) In the opinion of the Planning Director, will not adversely affect the character of the neighborhood; and
- (3) Is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence.

The surrounding area is developed with tire sales and outdoor tire storage, car sales, vehicle repair, vehicle body repair shops, vehicle towing and storage, vehicle wrecking and salvage yards, junk yards, a sexual oriented business, motels and retail. Many of the existing commercial/industrial uses located on the east side of Broadway do not conform to the UZC’s regulations, as only their Broadway frontage is zoned GC, but their commercial/industrial uses extend to the back of their deep lots, which are zoned SF-5. There are a few single-family residences scattered on these SF-5 zoned portions of properties. An exception to this zoning pattern is a property owned by the applicant (Ysidro Addition, recorded May 24, 2004), located approximately 400 feet north of the subject site. This site is zoned LI with a Conditional Use for a vehicle wrecking and salvage yard; ZON2003-70 and CON2003-53. On its east side the subject site backs up to the Arkansas River and a portion of I-135 right-of-way (ROW). All of the properties in this area, located on the east side of Broadway, end at the river or the river and the interstate ROW. Properties located on the west side of Broadway are zoned GC, are not as deep and are much smaller than the properties located on the east side of Broadway. These west properties’ back yards end at the railroad tracks that run northeast to southwest, which separates them from an LI zoned cement plant.

The site plan shows an existing 15-foot wide landscape buffer along the site’s north, east and south sides. Compatibility setbacks would extend beyond this 15-foot landscape buffer, up to 25 feet on the north and south sides of the site, if the LI zoning is approved. A proposed 8-foot solid, corrugated metal fence is shown around all four sides of the of the proposed LI zoned portion of the site, where the vehicle wrecking and salvage yard is to be located. The proposed GC zoning will run from Broadway, 475 feet deep into the subject site, as shown on the site plan. The site plan also shows some of the existing structures to stay up, including a stone/brick house located in the proposed GC portion of the site.

Analysis: At the DAB III meeting held on December 2, 2009, the DAB recommended approval (8-0) of the requested GC and LI zoning and a Conditional Use to permit a wrecking/salvage yard on the rezoned LI portion of the 9.66-acre unplatted tract, subject to platting within one year. There were members of the public that spoke in opposition at the DAB meeting. At the MAPC meeting held on December 17, 2009, the MAPC voted to approve (13-1) the requested GC and LI zoning and a Conditional Use to permit a wrecking/salvage yard on the rezoned LI portion of the 9.66-acre unplatted tract, subject to platting within one year. There were members of the public that spoke in opposition at the MAPC meeting.

Note: There were no protests recorded for the requested zoning change and the Conditional Use, CON2009-40. Because no protest were recorded the MAPC recommendation for CON2009-40 is the final action, thus the Council will consider and take action only on the zoning request. The approved conditions of CON2009-40 on the LI zoned portion of the site, subject to platting within a year of approval by the governing body are:

1. The Conditional Use shall authorize the operation of a vehicle wrecking and salvage yard. In no event shall the storage or bailing of waste, scrap paper, rags or junk (excluding metal) be permitted in conjunction with this use.
2. The site shall be developed in accordance with the approved site plan.
3. The subject property shall be entirely enclosed by a metal panel fence that is not less than 8 feet in height and having cracks and openings not in excess of five percent of the area of such fence. The metal panel fence shall be a single color and shall be white, gray, tan or similar non-bright color. Access gates are permitted in the screening fence, but all gates shall be constructed of solid metal panels matching the fence and shall remain closed unless in use. No wrecked vehicles or salvage, including vehicle parts or accessories, shall be permitted for screening purposes or located on or attached to the screening fence. The site shall be developed and operated in compliance with all the other conditions of UZC Art III, Sec III-D.6.e.
4. The height of wrecked vehicles or salvage, including vehicle parts or accessories, shall not exceed the height of the screening fence and shall not be visible from ground-level view from any public right-of-way or adjoining properties.
5. Salvaged materials are to be piled and stored in an orderly manner such as would be provided by racks or bins. In order to reduce rodent potential, racks and bins shall be elevated so there is at least 18 inches between the bottom of the rack or bin and the ground. Racks or bins shall be a minimum of 48 inches away from any wall, fence, or other rack or bin. Non-rackable material shall be stored with an exposed perimeter or in a manner specified by Environmental Services to prevent rodent harborage and breeding. All stored, wrecked and salvaged vehicles and materials shall be on a surface approved by the Office of Central Inspection.
6. The applicant shall maintain at all times an active program for the eradication and control of rodents.
7. Weeds shall be controlled within the salvage area and adjacent to and along the outside perimeter of the screening fence.
8. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the wrecking/salvage yard shall be provided by fire lanes per the direction and approval of the Fire Department.
9. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
10. Access to the subject property shall be provided for on-going inspections of the site for soil and groundwater contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells on the property to monitor the quality of groundwater and shall pay the cost of an annual groundwater test for contaminants as designated by Environmental Services.
11. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
12. The applicant shall implement a drainage plan approved by the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
13. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of a wrecking/salvage yard.
14. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the conditions of CON2009-40 and subject to the condition of platting within one year of approval by the governing body; instruct the Planning Department to forward the ordinance for first reading when the plat is recorded.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Attachment: MAPC Minutes, Ordinance, and DAB Memo.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00036

Zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") and LI Limited Industrial ("LI"), subject to platting within one year, on property described as:

The North 6 acres of the North 10 acres of the South 30 acres of Government Lot 4, in Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

AND

The South 4 acres of the North 10 acres of the South 30 acres of Government Lot 4, in Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; all generally located north of MacArthur Road, on the east side of Broadway Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF THE DECEMBER 17, 2009 MAPC HEARING

Case No.: ZON2009-36 and CON2009-40 - Mark Ysidro (owner/applicant) Ferris Consulting, c/o Greg Ferris (agent) Request zone change from SF-5 Single-Family Residential to LI Limited Industrial and GC General Commercial and a City Conditional Use for Wrecking/Salvage on LI Limited Industrial zoned property described as;

The North 6 acres of the North 10 acres of the South 30 acres of Government Lot 4, in Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.
AND

The South 4 acres of the North 10 acres of the South 30 acres of Government Lot 4, in Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, generally located east of Broadway and 600' north of MacArthur Road.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”) and LI Limited Industrial (“LI”) and a Conditional Use to permit a wrecking/salvage yard on the rezoned LI portion of the 9.66-acre unplatted tract. The subject property was a nursery, which still has many of the nursery’s structures on it. The Unified Zoning Code (UZC) definition of a “wrecking and salvage yard” includes the proposed use: “...a lot, land, or structure used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage materials, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards.” The UZC, Art III, Sec III-D.6.e, requires a Conditional Use for a wrecking/salvage yard in the LI zoning district.

Per the UZC, Art II, Sec II-B.14.q, the conditions for Conditional Use for a wrecking/salvage yard in the LI zoning district are:

- (1) Is not abutting an arterial street, expressway, or freeway;
- (2) In the opinion of the Planning Director, will not adversely affect the character of the neighborhood; and
- (3) Is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence.

The surrounding area is developed with tire sales and outdoor tire storage, car sales, vehicle repair, vehicle body repair shops, vehicle towing and storage, vehicle wrecking and salvage yards, junk yards, a sexual oriented business, motels and retail. Many of the existing commercial/industrial uses located on the east side of Broadway do not conform to the UZC’s regulations, as only their Broadway frontage is zoned GC, but their commercial/industrial uses extend to the back of their deep lots, which are zoned SF-5. There are a few single-family residences scattered on these SF-5 zoned portions of properties. An exception to this zoning pattern is a property owned by the applicant (Ysidro Addition, recorded May 24, 2004), located approximately 400 feet north of the subject site. This site is zoned LI with a Conditional Use for a vehicle wrecking and salvage yard; ZON2003-70 and CON2003-53. The subject site backs up to the Arkansas River and a portion of I-135 right-of-way (ROW) on its east side. All of the properties in this area, located on the east side of Broadway, end at the river or the river and the interstate ROW. Properties located on the west side of Broadway are zoned GC, are not deep

and are much smaller than the properties located on the east side of Broadway. These west properties' back yards end at northeast to southwest running railroad tracks, which separates them from an LI zoned cement plant.

The site plan shows an existing 15-foot wide landscape buffer along the site's north, east and south sides. Compatibility setbacks would extend beyond this 15-foot landscape buffer, up to 25 feet on the north and south sides of the site, if the LI zoning is approved. A proposed 8-foot solid, corrugated metal fence is shown around all four sides of the of the proposed LI zoned portion of the site, where the vehicle wrecking and salvage yard is to be located. The proposed GC zoning will run from Broadway, 475 feet deep into the subject site, as shown on the site plan. The site plan also shows some of the existing structures to stay up, including a stone/brick house located in the proposed GC portion of the site.

CASE HISTORY: The site is not platted. The site was a nursery, which still has many of the nursery's structures on it. This request was approved (unanimously) by DAB III at their December 2, 2009 meeting. There were members of the public that were against the request.

ADJACENT ZONING AND LAND USE:

NORTH:	GC, SF-5, LI	Vehicle storage and sales, vehicle auction, vehicle wrecking and salvage yards, motel
SOUTH:	GC, SF-5	Vacant land, tire sales & outdoor storage of tires
EAST:	SF-5	Arkansas River, I-135 ROW, single-family residential (across the river)
WEST:	GC, LI	Car sales, motels, vehicle repair shops, RR tracks, cement plant

PUBLIC SERVICES: The subject property has direct access to Broadway Avenue, a 4-lane arterial. The 2030 Transportation Plan shows no changes to this street. There are no CIP projects for this street. All utilities are available to the subject site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the general location as appropriate for "Regional Commercial" development. The Land Use Guide identifies vehicle wrecking and salvage yards as appropriate for land identified for "Processing Industry" uses, which promotes more intensive land uses than the "Regional Commercial" classification. There are numerous auto storage yards and auto salvage yards in this area that are not in compliance with the current UZC, with some being in the area since at least 1997, as shown on aerials. Although the applicant's Conditional Use application is not in conformance with the Land Use Guide, it would not introduce a new use to the area, change the character of the area, and would be similar to the applicant's first site, which was approved for LI zoning and a Conditional Use for wrecking and salvage; the adjacent ZON2003-70 and CON2003-53. It appears that the area does not have the access, visibility and the amount of land needed for regional commercial development, as it is narrowly defined by the Arkansas River, railroad tracks and the interstate. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provided good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses. Industrial uses should be located away from existing or planned residential areas, and sited so as not to

generate travel through less intensive land uses. The proposed site meets these locational guidelines for industrial development, with the Arkansas River preventing expansion.

RECOMMENDATION: Based upon information available prior to the public hearing, planning staff recommends that the requested LI zoning be approved, beginning approximately 475 feet east of the Broadway Avenue ROW, the requested GC zoning shall end approximately 475 feet east of the Broadway Avenue ROW and a Conditional Use for a wrecking and salvage yard on the LI portion of the site be APPROVED, subject to platting within a year of approval by the governing body and the following conditions:

1. The Conditional Use shall authorize the operation of a vehicle wrecking and salvage yard. In no event shall the storage or bailing of waste, scrap paper, rags or junk (excluding metal) be permitted in conjunction with this use.
2. The site shall be developed in accordance to an approved site plan.
3. The subject property shall be entirely enclosed by a metal panel fence that is not less than 8 feet in height and having cracks and openings not in excess of five percent of the area of such fence. The metal panel fence shall be a single color and shall be white, gray, tan or similar non-bright color. Access gates are permitted in the screening fence, but all gates shall be constructed of solid metal panels matching the fence and shall remain closed unless in use. No wrecked vehicles or salvage, including vehicle parts or accessories, shall be permitted for screening purposes or located on or attached to the screening fence. The site shall be developed and operated in compliance with all the other conditions of UZC, Art II, Sec. II-B.14.q.
4. The height of wrecked vehicles or salvage, including vehicle parts or accessories, shall not exceed the height of the screening fence and shall not be visible from ground-level view from any public right-of-way or adjoining properties.
5. Salvaged materials are to be piled and stored in an orderly manner such as would be provided by racks or bins. In order to reduce rodent potential, racks and bins shall be elevated so there is at least 18 inches between the bottom of the rack or bin and the ground. Racks or bins shall be a minimum of 48 inches away from any wall, fence, or other rack or bin. Non-rackable material shall be stored with an exposed perimeter or in a manner specified by Environmental Services to prevent rodent harborage and breeding. All stored, wrecked and salvaged vehicles and materials shall be on a surface approved by the Office of Central Inspection.
6. The applicant shall maintain at all times an active program for the eradication and control of rodents.
7. Weeds shall be controlled within the salvage area and adjacent to and along the outside perimeter of the screening fence.

8. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the wrecking/salvage yard shall be provided by fire lanes per the direction and approval of the Fire Department.
9. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
10. Access to the subject property shall be provided for on-going inspections of the site for soil and groundwater contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells on the property to monitor the quality of groundwater and shall pay the cost of an annual groundwater test for contaminants as designated by Environmental Services.
11. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
12. The applicant shall implement a drainage plan approved by the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
13. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of a wrecking/salvage yard.
14. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

The staff's recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The surrounding area is developed with tire sales, car sales, vehicle repair, including body shops, vehicle towing and storage, vehicle wrecking and salvage yards, junk yards, a sexual oriented business, motels and some small retail. Many of the existing commercial uses located on the east side of Broadway do not conform to the UZC's regulations, as only their Broadway frontage is zoned GC, but their commercial uses extend to the back of their deep lots, which are zoned SF-5. There are a few single-family residences scattered on these SF-5 zoned portions of properties. An exception to this zoning pattern is a property owned by the applicant (Ysidro Addition, recorded May 24, 2004), located approximately 400 feet north of the subject site. This site is zoned LI with a Conditional Use for a vehicle wrecking and salvage yard; ZON2003-70 and CON2003-53. The subject site backs up to

the Arkansas River and a portion of I-135 right-of-way (ROW) on its east side. All of the properties in this area, located on the east side of Broadway, end at the river or the river and the interstate ROW. Properties located on the west side of Broadway are zoned GC, are not deep and are much smaller than the properties located on the east side of Broadway. These west properties' back yards end at northeast to southwest running railroad tracks, which separates them from an LI zoned cement plant.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned GC along its Broadway frontage, with the remaining approximately 80% of the site is zoned SF-5. The site used to be a nursery, a use not in compliance with the zoning. The GC zoning would allow commercial uses that allowed outside display, such as a car sales lot, or all types of vehicle repair, motels or many other retail uses. The chance of single-family residences being built on the SF-5 zoned portion of the site is unlikely, given the almost industrial character of the area. A wrecking and salvage yard may be permitted with a Conditional Use in the LI zoning district. The site not abutting an arterial street, expressway, or freeway, and is not out of character with the area's existing, non compliant auto salvage yards and junk yard.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental effects on nearby property should be minimized by the recommended conditions of approval, which include screening. Approval of the Conditional Use and its conditions will be the second for the area's existing, non compliant auto wrecking and salvage yards and junk yards
4. Conformance of the requested change to adopted or recognized Plans/Policies: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the general location as appropriate for "Regional Commercial" development. The Land Use Guide identifies vehicle wrecking and salvage yards as appropriate for land identified for "Processing Industry" uses, which promotes more intensive land uses than the "Regional Commercial" classification. There are numerous auto storage yards and auto salvage yards in this area that are not in compliance with the current UZC, with some being in the area since at least 1997. Although the applicant's Conditional Use application is not in conformance with the Land Use Guide, it would not introduce a new use to the area, change the character of the area, and would be similar to the applicant's first site, which was approved for LI zoning and a Conditional Use for wrecking and salvage; the adjacent ZON2003-70 and CON2003-53. It appears that the area does not have the access, visibility and the amount of land needed for regional commercial development, as it is narrowly defined by the Arkansas River, railroad tracks and the interstate. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provided good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site meets these locational guidelines for industrial development, with the Arkansas River preventing expansion.

5. Impact of the proposed development on community facilities: All utilities are available to the site. The use of this property should have limited impact on community facilities, with the possible exception of soil and groundwater contaminants.

BILL LONGNECKER, Planning Staff presented the Staff Report. He commented that DAB III unanimously approved the request at their December meeting.

FOSTER asked about the reference on condition number 3.

LONGNECKER said that this was from the Supplemental Use Regulations for wrecking and salvage yards, but that he would check on the reference number.

FOSTER asked about buffering requirements.

LONGNECKER said landscaping will be required where the area abuts single-family residential zoning on its north and south sides, while referring to the zoning map of the area.

HILLMAN mentioned the lakes and the river in the immediate area and the sandy soil. He said since vehicle salvage yards are not required to provide a hard surface at this time, he sees this as an opportunity to add to the polluted water in the river in the area because the water table is about 10 foot down in this sandy soil.

LONGNECKER noted that the referenced approved surface for a wrecking and salvage yard was from the zoning code and that the required platting of the site would address drainage. He suggested that the agent for the applicant could shed some light on what has happened in the area.

GREG FERRIS, AGENT FOR THE APPLICANT MARK YSIDRO said the property was formerly a nursery. He said the applicant owns the property 3 lots to the north of the site. He said the City condemned the east portion of the applicant's lot to the north for expansion of Arkansas River drainage in this area. He said the application was for contract sale of vehicles after they have been towed. He said they need the wrecking/salvage yard designation in order to sell vehicles that have been towed that are inoperable. He said a Conditional Use in Limited Industrial (LI) allows for wrecking and salvage operations. He said they fully agree with all of conditions listed in the Staff Report and the DAB recommendations. He mentioned several requirements such as a State License, not being allowed to stack vehicles over the fence; and, specifically, condition number 12 which was the requirement of a drainage plan approved by the City Engineer. He said they believe drainage is a non-point since contamination of surface or ground water will be addressed during the platting process and these issues were not unusual in these types of situations. He said this use was not out of character with the area. He said they will provide fencing and landscaping and that since this was previously a nursery, there are already mature shade and ornamental trees around the site.

HILLMAN noted that the vehicles will be taken apart and that there was no requirement for any hard surfacing in this area. He said it was difficult to understand how they were going to contain any materials from going into the river immediately east of the site.

FERRIS said the current requirements are the same as they are on the lot to the north. He said they do not intend to pave nor do they believe it is necessary. He said the provisions of conditions number 11 and 12 will provide monitoring and protection for the area by the City's Environmental Services.

VICKI CHURCHMAN, 1357 S. BROADWAY, SECRETARY FOR THE IMPLEMENTATION COMMITTEE FOR THE SOUTH CENTRAL IMPROVEMENT ALLIANCE admitted the need for this kind of operation and said that this location on many levels was a very good one. She said she agreed with Mr. Hillman's comments about location of this kind of activity so very near the river in an area where the City is already trying to clean up groundwater pollution. She said she was not up there saying don't put in another salvage yard. She referenced condition number 5 which indicated "on a surface approved by OCI." She said that combined with condition number 12 which was the approved drainage plan and that one other special activity of making sure that oil and other pollutants don't seep through the sandy soil into the river and nearby lakes could make this a good location.

DALE CHURCHMAN, 1357 S. BROADWAY said he agreed with most of the things said by the previous speaker with a few exceptions. He said they have worked very hard in south central Wichita to try to change the image of south Broadway. He said it seems like the idea is, if there is already salvage yards and junk yards present in an area, then just add some more. He said they have been trying to clean up some of those yards, not add to them. He said they are trading a nursery, which is pretty attractive with all its trees for a junk yard which doesn't seem like a fair exchange. He said they are working very hard on the river because they know this is the biggest asset they have in south central Wichita. He said they have been cleaning it up, trying to do something about the banks, obtaining plantings to plant along it and make it the attractive river it should be. He said this planned salvage yard is almost on the banks of that river. He said let's back up and keep industrial things away from the river and use the river for its beauty and environment. He said there is already too much of this type of activity along the river. He said they feel fortunate that B&G has seen the light and are moving to El Dorado instead of expanding. He said B&G listened to the neighborhood and community. He mentioned contamination and water pollution in south Wichita and that the City's Water Center was built to try to help relieve that situation. He asked if it made sense to spend all that money to clean up the water and then put something just south of the Center that will cause more pollution. He said this is very much against the neighborhood plan, although he admitted the plan does not extend quite that far to the south. He concluded by stating that the John Mack Bridge was the entrance to the neighborhood and that if you entered Wichita from either north or south Broadway the impression was not good. He suggested instead of adding to the depressing atmosphere, why not do something to clean the area up and make it look better.

MITCHELL asked where the pollution was coming from that was being treated at the WATER Center.

CHURCHMAN said he believed mainly the Gilbert/Mosley area.

MITCHELL clarified the pollution was not coming from commercial or auto wrecking salvage yards adjacent to the river.

CHURCHMAN said he could not answer that question, he did not know.

LONGNECKER said he would like to make a change on the reference to the Unified Zoning Code (UZC) on page 2 of the Staff Report, and page 4 on condition number 3. He said the reference should be Article 3, Section 3D and 6E. He said he had sent the Staff Report to Environmental Services, but had not heard back from them. He specifically pointed out conditions 10, 11, 12 in reference to monitoring the site in regards to the environmental impact of chemicals and fuels as a result of this activity. He briefly explained the definition of an all weather surface which included gravel up to a certain dimension, asphalt and concrete.

FERRIS commented that this site was quite a ways from any residential areas, but added that the first 475 feet of the site is going to remain as is and that there will be no wrecking and salvage operations anywhere near Broadway. He added that the front section of the property is already zoned General Commercial (GC). He said they will have a gravel surface which is pretty much standard for these types of facilities. He added that he did not think that anyone would want a hard surface, particularly if they are concerned about run off. He concluded by saying that they have a drainage plan that will address issues and that they will follow the conditions recommended in the Staff Report.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **DOWNING** seconded the motion, and it carried (13-1).

HILLMAN – No.

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: ZON2006-00021 – Zone change from B Multi-family Residential (“B”) and MF-29 Multi-family Residential (“MF-29”) to LC Limited Commercial (“LC”) with a Protective Overlay; generally located on the east side of Parkwood Lane, between Harry Street and Boston Avenue and one block west of Edgemoor Avenue. (District III)

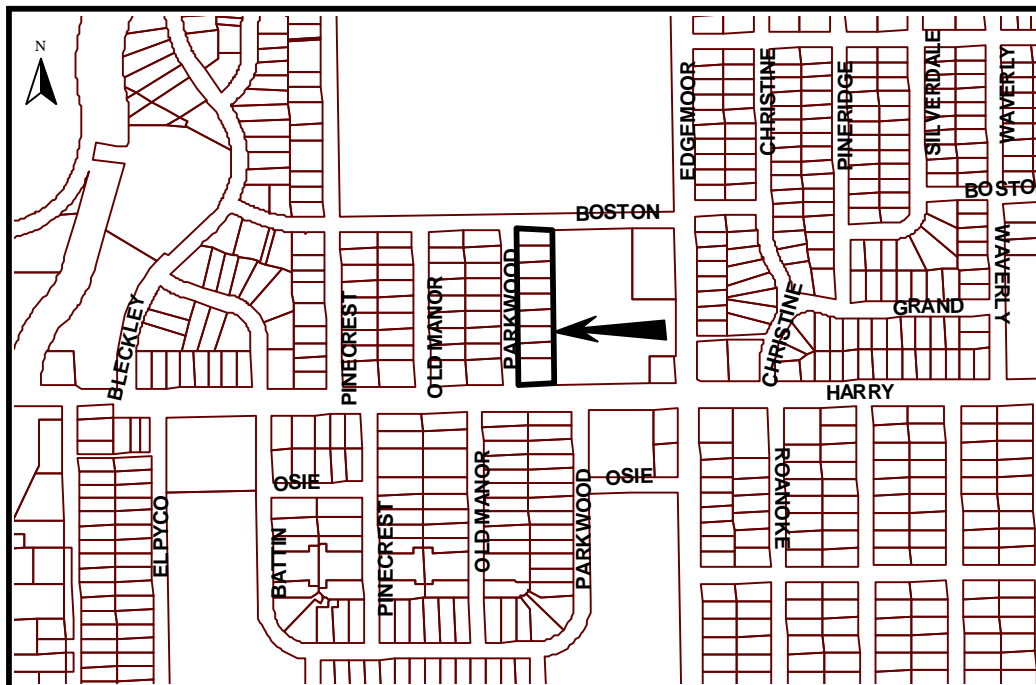
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve unanimously (12-0), subject to the provisions of the Protective Overlay.

MAPD Staff Recommendations: Approve, subject to the provisions of the Protective Overlay.

DAB Recommendations: Approve, unanimously, subject to the provisions of the Protective Overlay.



Background: The applicant requests LC Limited Commercial (“LC”) zoning on Lots 10, 11, 12, 13, 14, 15, 16, 17, & 18, Block 4, Southeast Manor Addition. These lots are zoned, B Multi-family Residential (“B”) and MF-29 Multi-family Residential (“MF-29”). These lots are currently vacant, but were one-story four-plexus and three-plexus, built in the early 1950s. The proposed rezoning will allow the expansion of the eastern abutting, LC zoned Dillon grocery store, located on northwest corner of Egemoor Avenue and Harry Street. The rezoning would remove the last residential zoning in the Harry Street – Parkwood Lane – Boston Avenue – Edgemoor Avenue square block, thus zoning all the property within the square block LC.

The majority of residential development in the area where the site is located, between Oliver Avenue (west) and Edgemoor Street (east) and on either side of Harry Street is single-story four-plexus and some single-story three-plexus zoned B or MF-29. Most of these multi-family structures appear to have been built in the early 1950s with the most recent residential development being two small apartment complexes appearing to be built in the late 1960s. Property south of the site, across Harry Street, is zoned LC and B. The LC property is developed as a Walgreen’s drug store (built early 2000s), while the B zoned properties are developed as four-plexus, built in the early 1950s. Property west of the site, across Parkwood Lane, is zoned MF-29 and B and developed as four-plexus and three-plexus, with common parking areas backing on to Parkwood Lane. The 55.7-acre Caldwell Elementary school, Curtis Middle school and Southeast High public school campus complex is located north of the site, across Boston Avenue. This public school complex is zoned TF-3 Duplex Residential (“TF-3”) and is the dominant feature of the area. As noted, an LC zoned Dillon (built early 1980s) abuts the eastern side of the site.

Analysis: District Advisory Board III considered this request at their May 3, 2006 meeting and recommended approval, unanimously, subject to the provisions of Protective Overlay, (PO) #174. There were no protests to the requested zoning. The provisions of PO #174 are:

- (1) Provide a restrictive covenant binding and tying Lots 10, 11, 12, 13, 14, 15, 16, 17, & 18 Block 4, Southeast Manor Addition, to Lot 1, the Dillon 8th Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action.
- (2) The Traffic Engineer has allowed two points of access along the site’s Parkwood Lane frontage. Dedication of access control will be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action. No access onto Boston Avenue
- (3) The platted 20-foot setback on the north side of Lot 1, Dillon 8th Addition and the platted 35-foot setback along the south side of Lot 1, Dillon 8th Addition will apply to the site’s north and south sides. Dedicate a 35-foot setback along the site’s west side. Dedication to be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action.
- (4) Lighting on the rezoned site will be per the Unified Zoning Code, including a maximum height of 14-feet for any pole lighting. Pole lights will be located behind the setbacks, as noted along the site’s north, south and west sides.
- (5) Signage will be a monument type and per the “LC” zoning district with no portable signs. No building signs or signs mounted on roofs shall be on the west or north sides of any buildings on the site.
- (6) All utilities will be installed underground.
- (7) All trash receptacles will have solid screening and gating, per the Unified Zoning Code, (no chain link fencing with metal slats) around them.

The Metropolitan Area Planning Commission (MAPC) considered this request at their May 4, 2006 meeting and recommended approval, unanimously, subject to the provisions of, PO #174. No neighboring property owners were present to speak about the case, and no protests have been received.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department. A dedication of a 35-foot setback by separate instrument, a dedication of a complete access control by separate instrument, and a restrictive covenant will be recorded with the Register of Deeds.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay #174 and place the ordinance establishing the zone change on first reading.

Attachment: A dedication of a 35-foot setback by separate instrument, a dedication of a complete access control by separate instrument, and a restrictive covenant

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2006-00021

Zone change from B Multi-family Residential (“B”) and MF-29 Multi-family Residential (“MF-29”) to LC Limited Commercial (“LC”), subject to the provisions of Protective Overlay #174; on property described as:

Lots 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block 4, Southeast Manor Addition, Wichita, Sedgwick County, Kansas; generally located on the east side of Parkwood Lane, between Harry Street and Boston Avenue and one block west of Edgemoor Avenue.

SUBJECT TO APPROVAL BY THE GOVERNING BODY AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #174:

- (1) Provide a restrictive covenant binding and tying Lots 10, 11, 12, 13, 14, 15, 16, 17, & 18 Block 4, Southeast Manor Addition, to Lot 1, the Dillon 8th Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action.
- (2) The Traffic Engineer has allowed two points of access along the site's Parkwood Lane frontage. Dedication of access control will be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action. No access onto Boston Avenue
- (3) The platted 20-foot setback on the north side of Lot 1, Dillon 8th Addition and the platted 35-foot setback along the south side of Lot 1, Dillon 8th Addition will apply to the site's north and south sides. Dedicate a 35-foot setback along the site's west side. Dedication to be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action.
- (4) Lighting on the rezoned site will be per the Unified Zoning Code, including a maximum height of 14-feet for any pole lighting. Pole lights will be located behind the setbacks, as noted along the site's north, south and west sides.
- (5) Signage will be a monument type and per the “LC” zoning district with no portable signs. No building signs or signs mounted on roofs shall be on the west or north sides of any buildings on the site.
- (6) All utilities will be installed underground.

- (7) All trash receptacles will have solid screening and gating, per the Unified Zoning Code, (no chain link fencing with metal slats) around them.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

RESTRICTIVE COVENANT

THIS DECLARATION, made this ____ day of _____ 2009, by Dillon Companies, Inc., Dillon Real Estate Co., Inc. and Kroger Texas L.P. hereinafter called "Declarants".

WITNESSETH

WHEREAS, Declarants are the owners of the following described real property:

Lots 10, 11, 12, 13, 14, 15, 16, 17, & 18 Block 3, Southeast Manor Addition, Wichita, Sedgwick County, Kansas, TOGETHER WITH Lot 1, Dillon 8th Addition, Wichita, Sedgwick County, Kansas.

and,

WHEREAS, Declarants are processing a Zone Change Case (ZON2006-00021) through the Metropolitan Area Planning Department, and as a condition of this zone change case, the Metropolitan Area Planning Commission has required this covenant.

NOW, THEREFORE, for and in consideration of the recitals and approval of said zone change, Declarants do hereby covenant and agree as follows:

Lots 10, 11, 12, 13, 14, 15, 16, 17, & 18 Block 3, Southeast Manor Addition Addition, Wichita, Sedgwick County, Kansas, TOGETHER WITH Lot 1, Dillon 8th Addition, Wichita, Sedgwick County, Kansas, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel.

This covenant shall remain in force until the property is replatted into a different lot configuration or this Restrictive Covenant is released through a public hearing process.

The covenant on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall run with said lots and shall be binding on the owners, their heirs, or successors or assigns.

Dillon Companies, Inc.

By:

James E. Hodge
James E. Hodge
Vice President

Dillon Real Estate Co., Inc.

By:

James E. Hodge
James E. Hodge
President

Kroger Texas L.P.

By: KRGP Inc., general partner

By:

James E. Hodge
James E. Hodge
Vice President



STATE OF Ohio
COUNTY OF Hamilton

BE IT REMEMBERED, that on this 22 day of December, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came James E. Hodge, Vice President of Dillon Companies, Inc., a Kansas corporation personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official Seal the day and year above written.

Kimberly J. Rasnake
Notary Public

(My Appointment Expires: 9-13-14)



KIMBERLY J. RASNAKE
Notary Public, State of Ohio
My Commission Expires
September 13, 2014

STATE OF Ohio)
COUNTY OF Hamilton)

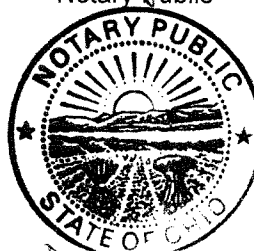
BE IT REMEMBERED, that on this 22 day of December, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came James E. Hodge, President of Dillon Real Estate Co., Inc., a Kansas corporation
personally known to me to be the same person who executed the within instrument of writing and
such person duly acknowledged the execution of the same on behalf, and as the act and deed of
said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
Seal the day and year above written.

Kimberly J. Rasnake
Notary Public

(My Appointment Expires: 9-13-14)

STATE OF OHIO)
COUNTY OF HAMILTON)



KIMBERLY J. RASNAKE
Notary Public, State of Ohio
My Commission Expires
September 13, 2014

BE IT REMEMBERED, that on this 22 day of December, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came James E. Hodge, Vice President of KRGP Inc., an Ohio corporation, general
partner of Kroger Texas L.P., an Ohio limited partnership personally known to me to be the same
person who executed the within instrument of writing and such person duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
Seal the day and year above written.

Kimberly J. Rasnake
Notary Public

(My Appointment Expires: 9-13-14)



KIMBERLY J. RASNAKE
Notary Public, State of Ohio
My Commission Expires
September 13, 2014

DEDICATION OF ACCESS CONTROL

The undersigned Dillon Companies, Inc., being the owner(s) of the following-described real estate ("Property") situated in Sedgwick County, Kansas, to wit:

Lots 10, 11, 12, 13, 14, 15, 16, 17 & 18, Block 3, Southeast Manor Addition, Wichita, Sedgwick County, Kansas

does hereby transfer and convey to the City of Wichita, Kansas, all abutter's rights of access, ingress and egress to the Property from or to Parkwood Lane over and across the west line of the Property; to have and to hold the same forever; provided however, that the Property shall have one 40-foot wide point of access to Parkwood Lane **along the west line of Lots 17 and 18, Block 3, Southeast Manor Addition** and one 40-foot wide point of access to Parkwood Lane **along the west line of Lots 13 and 14, Block 3, Southeast Manor Addition.**

The undersigned also does hereby transfer and convey to the City of Wichita, Kansas, complete access control to the Property from or to Boston Street, and from and to Harry Street over and across the north line and the south line of the Property; to have and to hold the same forever.

IN WITNESS WHEREOF, the undersigned has signed these presents the day and the year set forth in the foregoing document to-wit:



2016 JUN 13 10:14
KANSAS COMMISSIONER OF REVENUE
KIMBERLY I. HAYES

DEDICATION OF SETBACK

The undersigned Dillon Companies, Inc., being the owner(s) of the following-described real estate ("Property") situated in Wichita, Sedgwick County, Kansas, to wit:

Lots 10, 11, 12, 13 & 14, 15, 16, 17 & 18, Block 3, Southeast Manor Addition, Wichita, Sedgwick County, Kansas

does hereby dedicate a 35-foot building setback running parallel along the entire west line of Lots 10, 11, 12, 13 & 14, 15, 16, 17 & 18, Block 3, Southeast Manor Addition; dedicates a 35-foot building setback running parallel along the entire south lot line of Lot 10, Block 3, Southeast Manor Addition; and dedicates a 20-foot building setback running parallel along the entire north lot line of Lot 18, Block 3, Southeast Manor Addition.

The undersigned agrees the above-described dedicated setbacks will remain with the Property until a replat of the Property occurs.

IN WITNESS WHEREOF, the undersigned has signed these presents the day and the year set forth in the acknowledgement below.

Dillon Companies, Inc.

By: James E. Hodge
James E. Hodge
Vice President



STATE OF KANSAS)
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 22 day of December, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came James E. Hodge, Vice President of Dillon Companies, Inc., a Kansas corporation, who is personally known to me to be the same person(s) who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Kimberly J. Rasnake
Notary Public

My Commission Expires: 9-13-14



KIMBERLY J. RASNAKE
Notary Public, State of Ohio
My Commission Expires
September 13, 2014

EXCERPT OF THE MAY 4, 2006 MAPC MINUTES

Case No.: ZON2006-21 – Dillon Real Estate, Inc., c/o Richard Russell / Prism Properties, LLC
Request Zone change from “MF-29” Multi-family Residential & “B” Multi-family Residential to
“LC” Limited Commercial with a proposed Protective Overlay on property described as;

Lots 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block 4, Southeast Manor Addition Generally located North of Harry and east of West Edgemoor.

BACKGROUND: The applicants’ request “LC” Limited Commercial zoning on (south to north) Lots 10, 11, 12, 13, 14, 15, 16, 17, & 18, Block 4, Southeast Manor Addition. These lots are zoned, “B” Multi-family Residential (Lots 18-13, the north portion of the site) and “MF-29” Multi-family Residential (Lots 12-10). These lots are developed as a mix of brick, one-story four-plexus and three-plexus, built in the early 1950s, with common parking areas backing on to Parkwood Lane. The applicants propose the rezoning to allow for the expansion of the eastern abutting, “LC” zoned Dillon grocery store, located on northwest corner of Edgemoor Avenue and Harry Street. The rezoning would remove the last residential zoning in the Harry Street – Parkwood Lane – Boston Avenue – Edgemoor Avenue square block, thus zoning all the property within the square block “LC”.

The majority of residential development in the area where the site is located, between Oliver Avenue (west) and Edgemoor Street (east) and on either side of Harry Street, are single-story four-plexus and some single-story three-plexus zoned “B” or MF-29”. Most of these multi-family structures appear to have been built in the early 1950s with the most recent residential development being two small apartment complexes appearing to be built in the late 1960s. Property south of the site, across Harry Street, is zoned “LC” and “B”. The “LC” property is developed as a Walgreen’s drug store (built early 2000s), while the “B” zoned properties are developed as four-plexus, built in the early 1950s. Property west of the site, across Parkwood Lane, is zoned “MF-29” and “B” and developed as four-plexus and three-plexus, with common parking areas backing on to Parkwood Lane; the same zoning and development pattern as the subject site. The 55.7-acre Caldwell Elementary school, Curtis Middle school and Southeast High public school campus complex is located north of the site, across Boston Avenue. This public school complex is zoned “TF-3” Duplex Residential and is the dominant feature of the area. As noted, an “LC” zoned Dillon (built early 1980s) abuts the eastern side of the site.

CASE HISTORY: The subject properties are part of the Southeast Manor Addition, which was recorded with the Register of Deeds July 26, 1951.

ADJACENT ZONING AND LAND USE:

NORTH: “TF-3” Elementary, middle and high school campus
SOUTH: “B”, “LC” four-plex residences, drug store
EAST: “LC” free standing grocery store
WEST “B”, “MF-29” four-plex and three-plex residences

PUBLIC SERVICES: The site is located along the east side of Parkwood Lane and the south side of Boston Avenue, both concrete paved, residential streets, with 60-foot of right-of-way. The 2030 Transportation Plan shows no change to the status of these streets. No traffic counts or projections have been done for either of these streets. The site is also located along the north side of Harry Street, a paved four-lane arterial, with a center turn lane and 100-feet of ROW. The Harry – Edgemoor Avenue intersection is the nearest major intersection, located a block east of the site, with traffic counts of 21,797–20,785 ADTs along Harry and 10,234–4,741 along Edgemoor. The 2030 projections have approximately 24,000 ADTs along Harry with Edgemoor remaining around 10,000–4,000 ADTs.

Improvements on Harry, including the Harry – Edgemoor intersection were completed in 2005. Improvements on Edgemoor at the intersection added a left-hand turn lane. Edgemoor has an 85-foot of ROW at this location. All utilities are available to the site, including a sewer line and a platted easements that runs along the common lot lines of the subject site (east side) and the Dillon site (west side); westward expansion of the store structure might require vacation of the platted easements and relocation of the sewer line and manholes in the easements

CONFORMANCE TO PLANS/POLICIES: The Comprehensive Plan's *2030 Wichita Functional Land Use Guide Map* indicates the appropriate type of development for the site as "Urban Residential" and the eastern abutting property as "Local Commercial". The "Urban Residential" category reflects the full diversity of residential development densities and types typically found in a large urban municipality. The "Local Commercial" category's uses are local in their customer base and include commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence mini-storage warehousing and small scale light manufacturing. The applicant's proposed rezoning essentially extends the abutting eastern Dillon's site's "LC" zoning onto the last multi-family residential portion the of Harry Street – Parkwood Lane – Boston Avenue – Edgemoor Avenue square block, and thus zoning all the property within the square block "LC".

RECOMMENDATION: The zoning request is appropriate and offers redevelopment and expansion of the eastern abutting Dillon grocery store, which serves the area's local residences. The site is currently developed as part of the area's large grouping of early 1950s built rental property, typically developed as four-plexus and three-plexus. Opportunities for redevelopment of these rental properties appear to be limited. The applicant has proposed a Protective Overlay (PO, see attached exhibit) which staff has amended. Both buffer the remaining multi-family residences in the immediate area and tie the rezoned lots to the existing Dillon's grocery store development. The differences between the applicant's proposed PO and staff's is primarily the applicant's request for location of signage on the north and west sides of the building on the site, staff's requesting the dedication of a 35-foot setback along the site's west side (the rezoning will make the Dillon's site over 6-acres and the request 35-feet reflect a CUP's minimum setback) and the staff's requesting a 14-foot maximum height for pole lights. The rezoning will trigger the Unified Zoning Code's landscaping and screening standards. Based upon information available prior to the public hearings, planning staff recommends that the request for "LC" zoning on Lots 10, 11, 12, 13, 14, 15, 16, 17, & 18, Block 4, Southeast Manor Addition be APPROVED, with the following provisions of PO 174:

- (1) Provide a restrictive covenant binding and tying Lots 10, 11, 12, 13, 14, 15, 16, 17, & 18 Block 4, Southeast Manor Addition, to Lot 1, the Dillon 8th Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action.
- (2) The Traffic Engineer will determine access control along the site's Parkwood Lane frontage. Any required dedications of access control will be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action. No access onto Boston Avenue
- (3) The platted 20-foot setback on the north side of Lot 1, Dillon 8th Addition and the platted 35-foot setback along the south side of Lot 1, Dillon 8th Addition will apply to the site's north and south sides. Dedicate a 35-foot setback along the site's west side. Dedication to be provided to Planning Staff for recording with the Register of Deeds, prior to the zoning case going to WCC for final action.
- (4) Lighting on the rezoned site will be per the Unified Zoning Code, including a maximum height of 14-feet for any pole lighting. Pole lights will be located behind the setbacks, as noted along the site's north, south and west sides.

- (5) Signage will be a monument type and per the "LC" zoning district with no portable signs. No building signs or signs mounted on roofs shall be on the west or north sides of any buildings on the site.
- (6) All utilities will be installed underground.
- (7) All trash receptacles will have solid screening and gating, per the Unified Zoning Code, (no chain link fencing with metal slats) around them.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: South and west of the site there are extensive groupings of four-plexus and three-plexus residential development (which the site is an example of), zoned "MF-29" and "B", which were developed mostly in the early 1950s. A few small apartment complexes appear to have development in the 1960s. The 55.7-acre Caldwell Elementary school, Curtis Middle school and Southeast High school campus complex, (zoned TF-3) located north of the site, across Boston Avenue, dominates the area.
2. The suitability of the subject property for the uses to which it has been restricted: The properties could remain four-plex and three-plex residences. Allowing the redevelopment of the site to allow expansion of the Dillon up to Parkwood Lane probably serves the local neighborhood's residences better than the site's current use.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: A zone change from "MF-29" and "B" to "LC" at the site, with the provisions of the "PO" should have a minimal effect on the character of the neighborhood. The continuation of Lot 1, Dillon 8th Addition's setbacks, dedication of the 35-foot setback along the site's west side dedication of access control, coupled with the UZC's required solid screening and landscaping onto the site will buffer the adjacent residential development and the school complex.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested zoning change is not totally in conformance with the Comprehensive Plan's *2030 Wichita Functional Land Use Guide Map*, but the site's immediate proximity to Dillon and its "LC" zoning, plus the fact that the site is composed of what appears to be older rental properties, makes it less likely for investment for residential redevelopment than for the proposed expansion of the local commercial development.
5. Impact of the proposed development on community facilities: A zone change at the application area to "LC" with the provisions of the "PO" will permit redevelopment of a grocery store, which serves the area's local residences is a more appropriate use. This zone change should not increase demands on community facilities.

MOTION: To approve per staff comments.

HILLMAN moved, **MCKAY** seconded the motion, and it carried (11-0).

**City of Wichita
City Council Meeting
January 26, 2010**

TO: Mayor and City Council

SUBJECT: SUB 2006-81 -- Plat of Mandy Kay Commercial Addition, located south of 45th Street North and on the west side of Hoover Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 2.71 acres, has been annexed into Wichita's city limits. A zone change (ZON 2005-47) from SF-5 Single-family Residential to LC Limited Commercial has been approved for this site.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for sewer improvements. A Grant of Joint Access Easement has been submitted to permit joint access with the abutting property owners to the north along Hoover Road. A Restrictive Covenant has also been submitted prohibiting commercial development until sewer and water services are extended.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

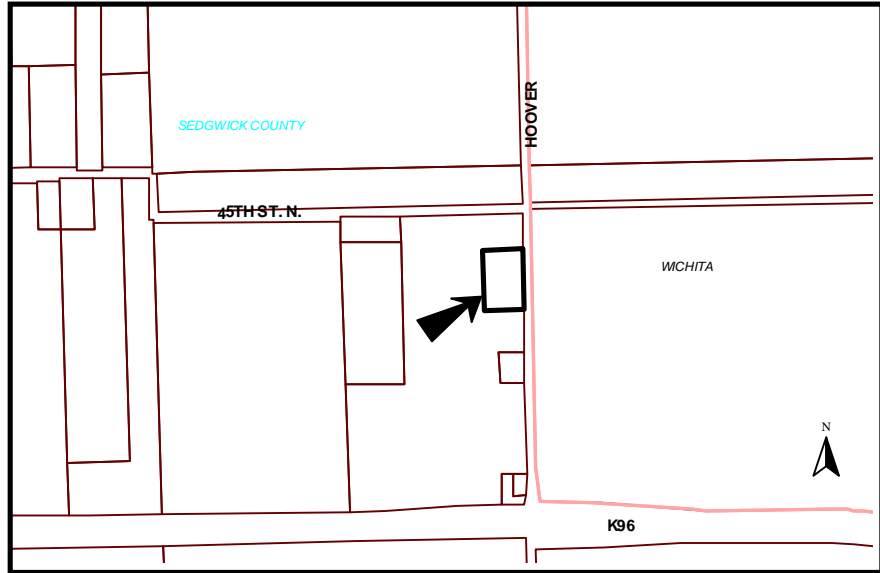
Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Ordinance has been reviewed and approved as to form by the City's Law Department.

The Certificate of Petitions, Grant of Joint Access Easement and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, approve first reading of the Ordinance and adopt the Resolution.

Attachments: Certificate of Petitions
Grant of Joint Access Easement
Restrictive Covenant



Published in The Wichita Eagle on February 5, 2010

ORDINANCE NO. 48-598

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2005-47

Zone change request from SF-5 Single-family Residential to LC Limited Commercial, on property described as:

That part of Lot 1, Block A, Mandy Kay Commercial Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence S89°10'19"W along the south line of said Lot 1, 251.10 feet to the southwest corner of said Lot 1; thence N00°43'53"W along the west line of said Lot 1, 99.64 feet to a point 600.00 feet normally distant south of the north line of Government Lot 1 in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N89°06'08"E parallel with the north line of said Government Lot 1, 251.10 feet to a point on the east line of said Lot 1; thence S00°43'41"E along the east line of said Lot 1, 99.94 feet to the point of beginning, Wichita, Sedgwick County, Kansas.

Generally located south of 45th Street North and on the west side of Hoover Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 2nd day of February, 2010.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on January 30, 2010

RESOLUTION NO. 10-012

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 6, MAIN 24, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) 468-84658 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 6, MAIN 24, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) 468-84658 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 6, Main 24, Southwest Interceptor Sewer (south of 45th St. North, west of Hoover) 468-84658.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Twenty-One Thousand Dollars (\$21,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2010, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-a619, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Five Thousand Three Hundred Ninety-Nine Dollars (\$5,399).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MANDY KAY COMMERCIAL ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvements for which the improvement district shall be liable shall be on a fractional basis. Lot 1, Block A MANDY KAY COMMERCIAL ADDITION, shall pay an amount equal to 100% of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of January, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Quentin J. Moeder and Sonya K. Moeder, husband and wife, owners of MANDY KAY COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Lateral Sanitary Sewer Improvements
2. Sanitary Sewer Main Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Mandy Kay Commercial Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 31st day of December, 2009.

By: Quentin J. Moeder
Quentin J. Moeder

By: Sonya K. Moeder
Sonya K. Moeder

Certificate of Petition
Page 2 of 2

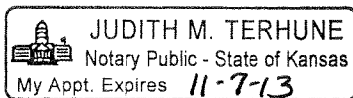
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 31st day of December, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Quentin J. Moeder and Sonya K. Moeder, husband and wife,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)



GRANT OF JOINT ACCESS EASEMENT

WHEREAS, Quentin J. Moeder and Sonya K. Moeder, husband and wife, are the owners of the real property hereinafter described:

Lot 1, Block A,
Mandy Kay Commercial Addition,
Wichita, Sedgwick County, Kansas

and

WHEREAS, the plat of Mandy Kay Commercial Addition, Wichita, Sedgwick County, Kansas, has provisions for access control to Hoover Road;

and,

WHEREAS, the east line of Lot 1, Block E, except the south 10.00 feet thereof, Edge Water Addition, Wichita, Sedgwick County, Kansas, which lies immediately adjacent to the north line of Mandy Kay Commercial Addition, has complete access control to Hoover Road and therefore requires a mutual and joint access easement for ingress and egress purposes with said Mandy Kay Commercial Addition to allow access to Hoover Road;

and,

WHEREAS it is determined that it is in the best interests of the parties and their successors and assigns that a certain common easement, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that the undersigned do hereby grant and convey for themselves, their successors, grantees, licensees and assignees in interest, the right to use for ingress and egress the joint access easement as are hereinafter setforth.

Grant of Joint Access Easement
Page 2 of 2

Joint access easement for ingress and egress, over and across the following real estate:

The north 30.00 feet of the east 52.00 feet of Lot 1, Block A, Mandy Kay Commercial Addition, Wichita, Sedgwick County, Kansas.

It is agreed by and between the parties hereto that such easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easements shall be for driveway, ingress, and egress purposes and such easements shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easements for the purposes herein set forth. Maintenance of said easements shall be in the mutual interests and responsibilities to all party's interests and their successors, heirs, and/or assigns.

In testimony whereof the undersigned has set their hands this 31st day of December, 2009.

Quentin J. Moeder
Quentin J. Moeder

Sonya K. Moeder
Sonya K. Moeder

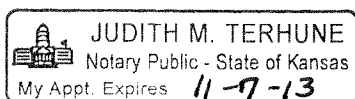
STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 31st day of December, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Quentin J. Moeder and Sonya K. Moeder, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Commission Expires: 11-7-13)



RESTRICTIVE COVENANT

THIS DECLARATION made this 3rd day of December, 2009, by Quentin J. Moeder and Sonya J. Moeder, husband and wife, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

MANDY KAY COMMERCIAL ADDITION

Lot 1, Block A

and

WHEREAS, the above-described real property does not presently have access to a public sanitary sewer or water main system,

and

WHEREAS, the Declarant has submitted improvement petitions with the City of Wichita and agreed to participate with future extension of sewer and water main at a future date as they are extended to serve the above-described real property,

and,

WHEREAS, the Declarant has voluntarily chosen to impose a use restriction on the development for the subject property as a condition of the platting process.

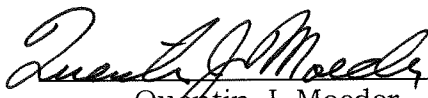
NOW, THEREFORE, the Declarant, does hereby restrict the above described real property as follows:

1. No development shall occur on subject property until such time as public sanitary sewer and water main systems have been extended into the area and are available to serve the subject property.


The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas. However, this covenant shall become null and void upon the extension and connection to a public sanitary sewer and water main system.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described tracts located in Sedgwick County, Kansas.

EXECUTED the date and year first above written.



Quentin J. Moeder



Sonya K. Moeder

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

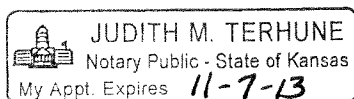
BE IT REMEMBERED, that on this 31st day of December, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Quentin J. Moeder and Sonya K. Moeder, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Notary Public

(My Commission Expires: 11-7-13)



City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: VAC2006-00026 - Request to vacate a portion of a platted utility easement, generally located northwest of the Edgemoor Avenue – Harry Street intersection. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the north half of the platted 10-foot wide utility easement running parallel to the west side of Lot 1, Dillon 8th Addition, and the north portion of the platted 8-foot wide easement running parallel to the east side's of Lots 14, 15, 16, 17 & 18, Block 3, Southeast Manor Addition. The easements have manholes and sewer line in them; the applicant will relocate these utilities, per private project # 2018 PPS (607861). The applicant proposes to retain the south half of the platted easements. There is no water or other utilities located in the easements. There are no platted interior side yard setbacks in either of the plats where the easements have been platted. The Dillon 8th Addition was recorded with the Register of Deeds April 2, 1982. The Southeast Manor Addition was recorded with the Register of Deeds July 26, 1951. This case is associated with ZON2006-00021.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

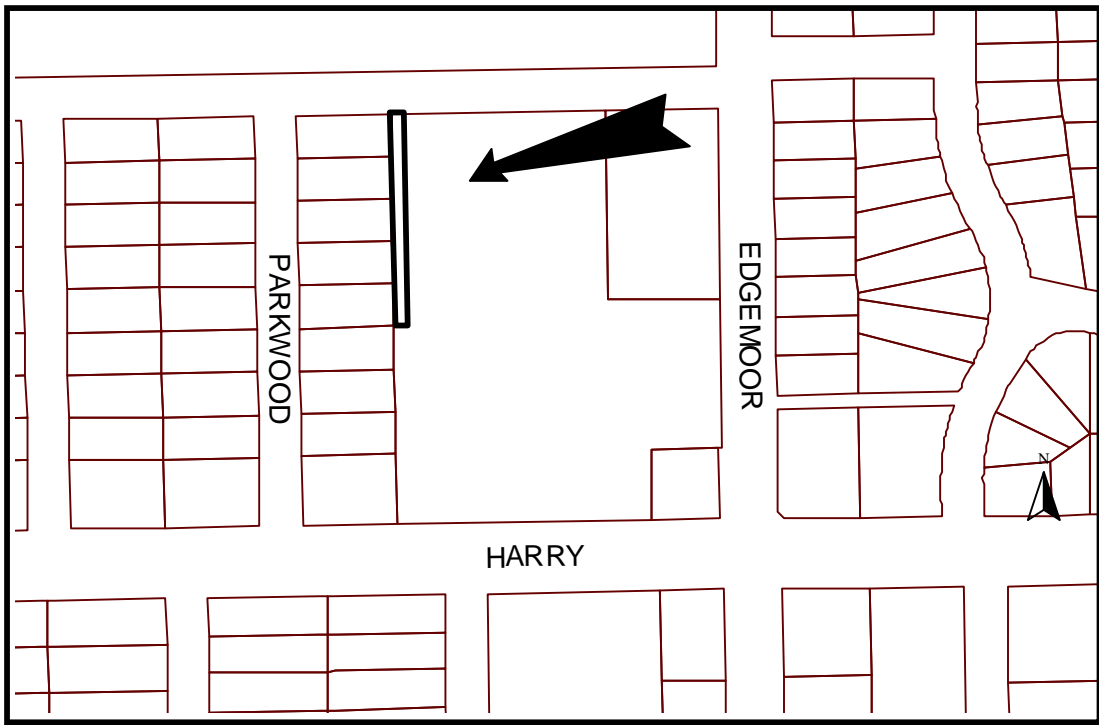
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and a dedication of easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 26, 2010**

- a. Greenwich Road, Harry Street to Kellogg (Greenwich from south of Harry Street north to shopping center intersection south of Kellogg) (87N-0386-01/472-84863/707010/636224/209475/779613) See Special Provisions. (District II) - \$8,941,820.00
- b. Hydraulic, Harry to Kellogg (87N-0503-01/472-84848/991304/620546/636220/669664/779609) See Special Provisions. (District I) - \$4,890,000.00
- c. Maize Road, Pawnee to Kellogg (ARRA) (87N-0502-01/472-84849/991305/) See Special Provisions. (District IV) - \$5,175,000.00

DEEDS AND EASEMENTS – JANUARY 26, 2010

- a. Storm Water Drainage and Detention Basin Improvements Easement dated August 20, 2009 from SNAR, LLC for a pond lying within Reserve C, Emerald Bay Estates 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751417) No cost to City.
- b. Storm Water Drainage and Detention Basin Improvements Easement dated January 26, 2010 from Garden Walk Owners Association for a pond lying within Reserve C, Krug South Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751440) No cost to City.
- c. Storm Water Drainage and Detention Basin Improvements Easement dated January 26, 2010 from Garden Walk Owners Association for a pond lying within Reserve D and E, Krug South Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751440) No cost to City.
- d. Storm Water Drainage and Detention Basin Improvements Easement dated January 26, 2010 from Firethorne LLC for a pond lying within Reserve I, The Woods North Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751467) No cost to City.
- e. Storm Water Drainage and Detention Basin Improvements Easement dated January 26, 2010 from Monarch Landing ROA for a pond lying within Reserve A, Monarch Landing 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751464) No cost to City.
- f. Storm Water Drainage and Detention Basin Improvements Easement dated January 26, 2010 from Waterfront ROA for a pond lying within Reserve A, Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751460) No cost to City.
- g. Storm Water Drainage and Detention Basin Improvements Easement dated July 14, 2009 from Bellechase Development LLC for a pond lying within Reserve A, Bellechase Second Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751460) No cost to City.
- h. Storm Water Drainage and Detention Basin Improvements Easement dated January 26, 2010 from Waterfront Holding Co LLC for a pond lying within Reserve F, Waterfront 6th Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751459) No cost to City.

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for Maize Road between Pawnee and Kellogg (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1.

Background: On May 6, 2008, the City entered into an agreement with Poe & Associates, Inc. to design improvements to Maize Road between Pawnee and Kellogg. The design fee was \$219,203.

Analysis: After the agreement was approved, the scope of the project was expanded to include design for the full reconstruction of the intersection of Pawnee at Maize. The original scope included a minimal design for extending the existing pavement to accommodate additional lanes through the intersection, in an attempt to reduce costs. Detailed survey and design analysis revealed that this limited approach would not provide adequate drainage, nor a desirable ride, thus the decision was made to fully reconstruct the intersection. In addition, the plan format was changed to qualify for America Recovery and Reinvestment Act (ARRA) funding, which was awarded to the project well into the design contract, requiring revisions and additions to meet Kansas Department of Transportation specifications. Also, the main storm sewer trunk line was redesigned to the west side of the road to substantially reduce the amount of utility relocation required prior to construction. This was a significant factor in being able to begin construction within a timeframe that satisfied the requirements for obligation of the ARRA funds. A supplemental agreement has been prepared for the additional design work.

The fee for Supplemental No. 1 is \$109,916.25.

Financial Considerations: Poe's total fee including Supplemental No. 1 will be \$329,119.25. Funding is available within the project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: Supplemental Agreement No. 1 has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 6, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED
THE
“CITY”
AND
POE & ASSOCIATES, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 6, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for **MAIZE ROAD FROM PAWNEE TO KELLOGG** (472 84697).

WHEREAS, Paragraph IV. B. of the above reference Contract provides additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

MAIZE ROAD FROM PAWNEE TO KELLOGG
(Project no. 472 84697)
(See Exhibit “A”)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services are outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount specified below.

472 84697 **\$109,916.25**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

(Name and Title)

ATTEST:

Carol R. Barnes, Assistant Secretary

EXHIBIT "A"**POE & ASSOCIATES, INC.**5940 E. Central, Suite 200
Wichita, Kansas 67208**CONSULTING ENGINEERS**(316) 685-4114
FAX: (316) 685-4444

October 27, 2009

Mr. Jim Armour, P.E.
City Engineer
City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67002Re: Maize Road – Kellogg to Pawnee
Supplemental Request

The design began as a City of Wichita arterial design project, funded 100% by general obligation funds. The following timeline of the project and corresponding Poe & Associates staff efforts were expended as follows:

<u>Date</u>	<u>Milestone</u>
April 2008	Initial design concept with City staff decided that the intersection improvements for Pawnee & Maize Rd. were not included in the project.
August 2008	Pawnee & Maize Rd. intersection improvements were added in as widening of the existing asphalt intersection.
September 2008	Survey information was gathered for the Pawnee & Maize Rd intersection.
October 2008	First ULCC meeting with mainline stormsewer on east side of Maize Rd. Construction phasing and other design considerations steered the mainline stormsewer decision.
December 2008	Road field check plans submitted to the City in City design format with Pawnee intersection shown as asphalt widening, preliminary pavement markings, preliminary traffic control, and preliminary quantities. Field check design is at 50% design stage for project.
January 2009	Water field check plans submitted to Wichita Water showing storm sewer on east side of Maize Rd.
February 2009	Wichita Water does not like this alignment and wants storm sewer mainline on west side.
February 2009	Pdf files created of project and uploaded to KDOT ftp site. (Still City of Wichita format).
March 2009	Notification that project was selected for A.R.R.A. federal funding.
March 2009	Design revisions begin to move mainline storm sewer to west side of Maize Rd.
March 2009	Second ULCC meeting conducted with storm sewer mainline revised. Area inlets and grading still in process.
April 2009	Pawnee intersection is revised to full reconstruction with concrete.
April 2009	City staff asks for tract maps.

April/May 2009	Tract maps created. Redesigning drop inlets/grading to eliminate tract maps as much as possible.
May/June 2009	Continue process to eliminate tract maps through re-design of drop inlets and grading. Began with 9 drainage easements (ended with 4) and 58 right-of-entry tract maps (ended with none) with a City of Wichita format design. Switching to KDOT format and ARRA funding the right of entries had to become temporary easements. With additional design revisions, this number was reduced to 24 temporary easements to be acquired by city staff and ended with 4 acquisitions; and included 1 right of way take in the beginning and ended with 1.
May to Aug 2009	Change plans from Wichita format to meet KDOT and ARRA format.

Our supplemental agreement request is based upon three items beyond our control that caused our design efforts to exceed the submitted fee estimate of the original design contract. Those items include 1) Pawnee intersection – after designing the intersection as an asphalt widening of the existing asphalt intersection prior to March 2009, this design was scrapped and a full concrete intersection design was requested after ARRA funding selected the project (approx. \$900,000 of additional project). 2) After ARRA funding selection, design format switched to KDOT with ARRA funding requirements – after field check plans had been submitted and 20% of office check was completed (60% design stage). 3) Design revisions to accommodate ARRA funding requirements – started with 58 right of entry tract maps, 9 drainage easements, and 2 temporary drainage easements as a City of Wichita design format project. Project switched to KDOT format, causing the right of entry tract maps to become temporary construction easements – project ended with only needing 2 temporary construction easements and 1 right of way take.

Using a football metaphor, asking a design team to restart at their own 20 yard line after they had advanced 10 yards to their own 30 yard line is one thing, but asking that team to start back at their own 20 yard line when they have already advanced past midfield and are only about 30 yards from the goal line is a completely different thing. In light of the mentioned design & format changes and increased overtime expenses to meet the ARRA project requirements and timeframes, we request the above mentioned supplemental to our agreement to cover some of our project expenses beyond the original contract.

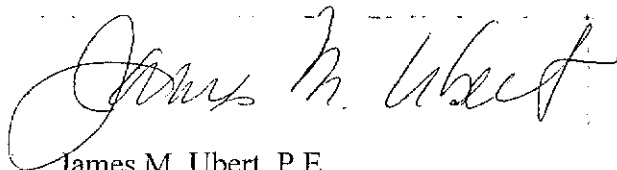
Breakdown:

1.	Pawnee intersection re-design as concrete intersection		
	Eng. Tech.	60 hours at \$75/hr =	\$ 4500.00
	Sr Eng. Tech.	305 hours at \$100/hr =	\$ 30500.00
	Engineer Intern	34 hours at \$100/hr =	\$ 3400.00
	Licensed Engineer	42 hours at \$110/hr =	\$ 4620.00
	Project Manager	52 hours at \$125/hr =	\$ 6500.00
	Principal	16 hours at \$155/hr =	<u>\$ 2480.00</u>
			\$ 52,000.00

2 & 3.	Design format switch & ARRA funding requirements	
	Eng. Tech.	65 hours at \$75/hr = \$ 4875.00
	Sr Eng. Tech.	339.5 hours at \$100/hr = \$ 33950.00
	Engineer Intern	40.75 hours at \$100/hr = \$ 4075.00
	Licensed Engineer	44.25 hours at \$110/hr = \$ 4867.50
	Project Manager	58.25 hours at \$125/hr = \$ 7281.25
	Principal	18.5 hours at \$155/hr = <u>\$ 2867.50</u>
		\$ 57,916.25
	Total Supplemental Request	\$109,916.25

Please call me if you have any questions.

Sincerely,
POE & ASSOCIATES, INC.



James M. Ubert, P.E.
Senior Vice President

CITY OF WICHITA
City Council Meeting
January 26, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1250 South 127th Street East for the Harry: Greenwich to 127th Street East Road Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 2, 2009, City Council authorized the design concept and right-of-way acquisition for the Harry Street: Greenwich Road to 127th Street East road project. The proposed design concept is a three lane roadway with two through lanes and a center two-way left turn lane. Drainage improvements will be included with the project as well as a 10 foot wide bike and pedestrian path on the south side of the street. Left turn lanes will be provided at all four approaches to the Harry Street and 127th Street East intersection. The property at 1250 South 127th Street East is improved with a single-family residence however; the improvements are removed from the project area. The proposed acquisition areas consist of a 312 square foot, triangular parcel for road right-of-way at the intersection of Harry and 127th; a 31,495 square foot drainage easement, which will allow the city to maintain the creek; and a 1,600 square foot ingress/egress easement allowing access to the drainage easement.

Analysis: The proposed acquisitions lie within a designated floodplain and floodway. The land appraised for \$15,000 an acre, or \$0.35 per square foot. The seller agreed to convey all of the proposed acquisitions, which consist of a combined 33,407 square feet, for the appraised value of \$12,075, or \$0.35 per square foot. No improvements are impacted as a result of the acquisition.

Financial Considerations: The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of \$14,275 is requested. This includes \$12,075 for the acquisition and \$2,200 for administrative fees and title work.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the budget and authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Kathleen M. Gideon, a single person, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer, by a good and sufficient warranty deed, the following described real property, situated in Sedgwick County, Kansas, to-wit:

Attached as 'Exhibit A'

Together with a perpetual easement for road right-of-way and drainage, the following described real property, situated in Sedgwick County, Kansas, to-wit:

Attached as 'Exhibit B'

Together with an ingress/egress access easement, for accessing the parcel described as 'Exhibit B', the following described real property, situated in Sedgwick County, Kansas, to-wit:

Attached as 'Exhibit C'

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Twelve Thousand Seventy-Five Dollars and Zero Cents (\$12,075) in the manner following to-wit: cash at closing
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before February 5, 2010.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Kathleen M. Gideon

BUYER:

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

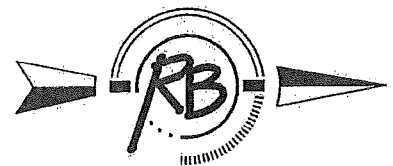
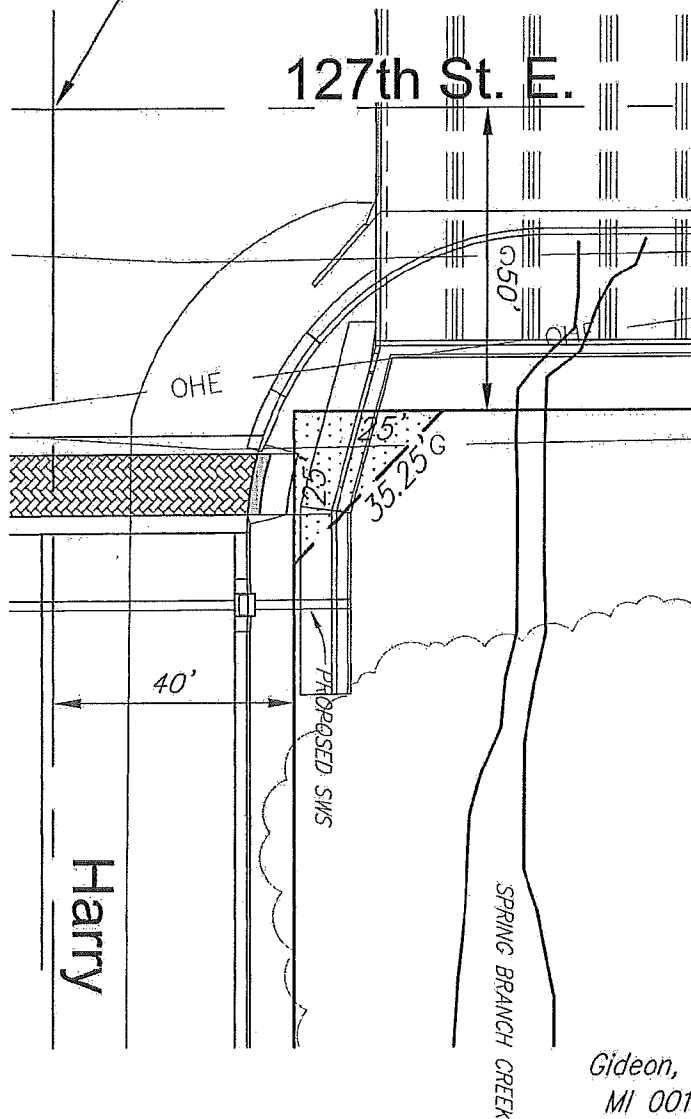
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

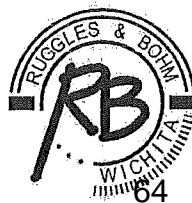
RIGHT OF WAY EXHIBIT "A"

SW Corner SW 1/4
Sec. 26, T27S, R2E
6th P.M., Sedgwick
County, Ks.



Gideon, Robert L & Kathleen M
MI 00170001D Right of Way

Right Of Way Area: 312 Sq. Ft.±



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

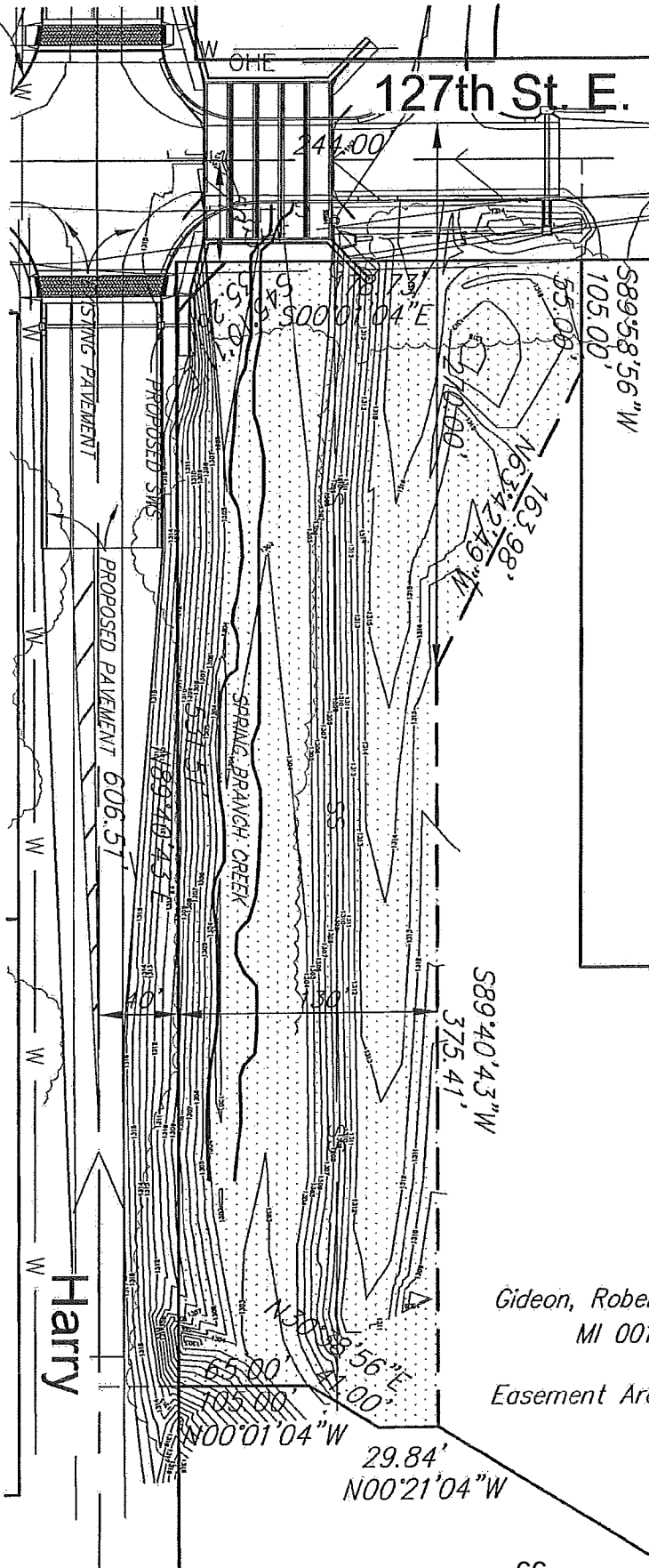
MI 00170001D Right Of Way

Part of the SW1/4 of Sec. 26, T27S, R2E of the 6th P.M., Sedgwick County, Kansas, described as beginning 40.00 feet North and 50.00 feet East of the southwest corner of said SW1/4; thence North, along the east right of way line of 127th Street East, 25.00 feet; thence southeasterly 35.25 feet to a point 25.00 feet east of the place of beginning, being on the north right of way line of Harry Street; thence West, along said north right of way line, 25.00 feet to the place of beginning.

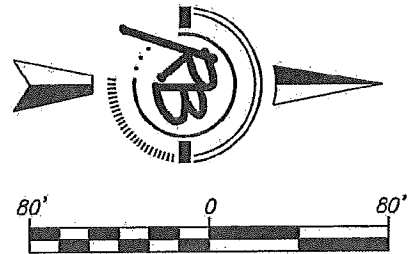


DRAINAGE & UTILITY EASEMENT EXHIBIT "B"

PROPOSED
PAVEMENT



EXISTING
PAVEMENT



Gideon, Robert L & Kathleen M
MI 00170001D

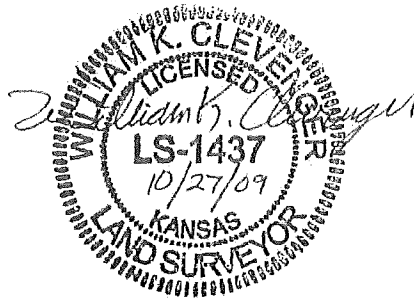
Easement Area: 82,460 Sq. Ft.±

Ruggles & Bohm, P.A.
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924 North Main
Wichita, Kansas 67203
www.rbkansas.com
(316) 264-8008
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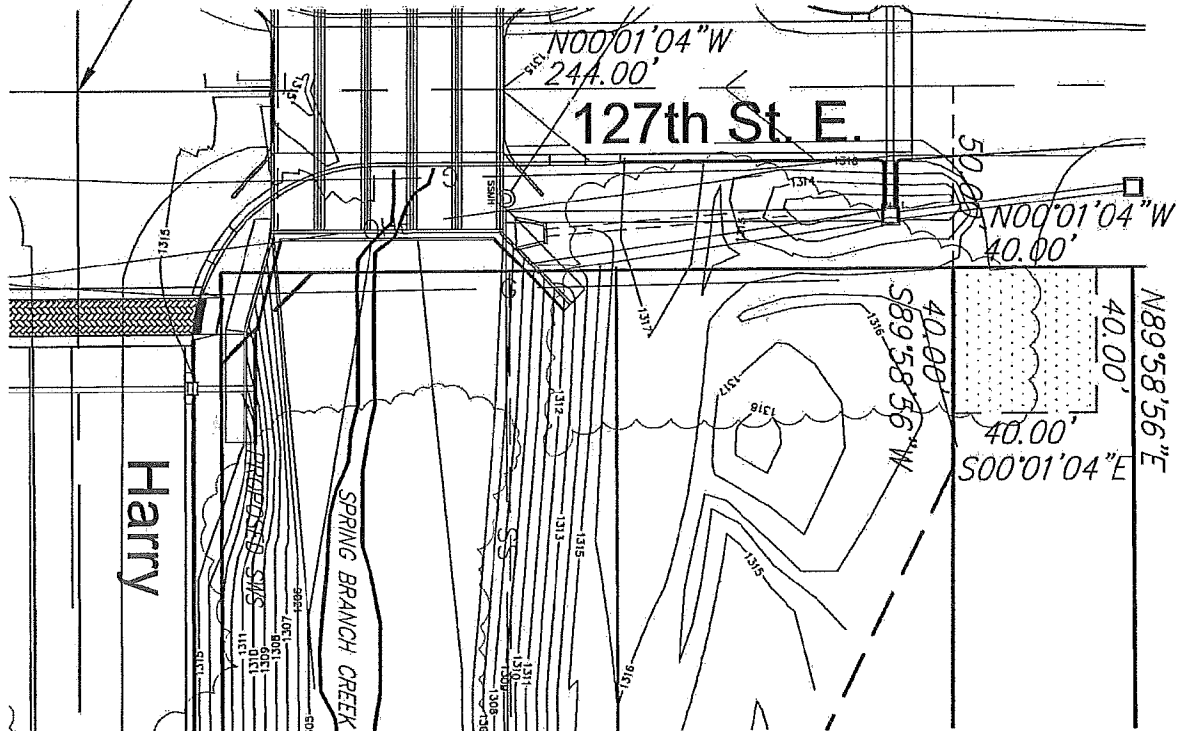
MI 00170001D Drainage & Utility Easement

That part of the SW1/4 of Sec. 26, T27S, R2E of the 6th P.M., Sedgwick County, Kansas, described as beginning at the southwest corner thereof; thence N89°40'43"E along the south line of said SW1/4, 606.51 feet; thence N00°01'04"W, parallel with the west line of said SW1/4, 105.00 feet to the centerline of a creek; thence N30°38'56"E, on said centerline, 41 feet; thence N00°21'04"W, on said centerline, 29.84 feet to a line 170.00 feet north of and parallel with said south line; thence S89°40'43"W along said line, 375.41 feet to a point 270.00 feet east of said west line; thence N63°42'49"W, 163.98 feet to a point 105.00 feet east of said west line and 244.00 feet north of the point of beginning; thence S89°58'56"W, perpendicular to said west line, 105.00 feet to said west line; thence S00°01'04"E along said west line, 244.00 feet to the place of beginning, EXCEPT the south 40.00 feet thereof, AND EXCEPT the west 50.00 feet thereof, AND EXCEPT part of said SW1/4 described as beginning 40.00 feet North and 50.00 feet East of the southwest corner of said SW1/4; thence North, along the east right of way line of 127th Street East, 25.00 feet; thence southeasterly 35.25 feet to a point 25.00 feet east of the place of beginning, being on the north right of way line of Harry Street; thence West, along said north right of way line, 25.00 feet to the place of beginning.



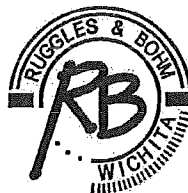
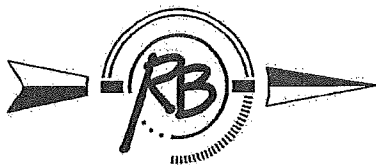
INGRESS & EGRESS EXHIBIT "C"

SW Corner SW 1/4
Sec. 26, T27S, R2E
6th P.M., Sedgwick
County, Ks.



Gideon, Robert L & Kathleen M
MI 00170001C

Easement Area: 1600 Sq. Ft.±



Ruggles & Bohm, P.A.

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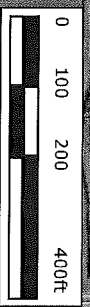
MI 00170001C Ingress & Egress Easement

That part of the SW1/4 of Sec. 26, T27S, R2E of the 6th P.M., Sedgwick County, Kansas, described as commencing at the southwest corner thereof; thence N00°01'04"W along the west line of said SW1/4, 244.00 feet; thence N89°58'56"E, perpendicular to said west line, 50.00 feet for a place of beginning; thence N00°01'04"W, parallel with said west line, 40.00 feet; thence N89°58'56"E, perpendicular to said west line, 40.00 feet; thence S00°01'04"E, parallel with said west line, 40.00 feet; thence S89°58'56"W, perpendicular to said west line, 40.00 feet to the place of beginning.





Gideon



- | | |
|--|---|
| <input type="checkbox"/> Identified Features | <input type="checkbox"/> Subdivisions |
| <input type="checkbox"/> Selected Features | <input type="checkbox"/> Roads |
| <input type="checkbox"/> Historic Districts | <input type="checkbox"/> State Highway |
| <input type="checkbox"/> Old Town | <input type="checkbox"/> US Federal Highway |
| <input type="checkbox"/> Delano Overlay District | <input type="checkbox"/> Interstate |
| | <input type="checkbox"/> KTA |
| | <input type="checkbox"/> Arterial |
| | <input type="checkbox"/> Collector |
| | <input type="checkbox"/> Minor |
| | <input type="checkbox"/> Ramp |
| | <input type="checkbox"/> Railroads |
| | <input type="checkbox"/> Quarter Section |
| | <input type="checkbox"/> Waterways |
| | <input type="checkbox"/> Streams |
| | <input type="checkbox"/> Historic Sites |
| | <input type="checkbox"/> REGIONAL |
| | <input type="checkbox"/> STATE/NATIONAL |
| | <input type="checkbox"/> STATE |
| | <input type="checkbox"/> Historic Environs |
| | <input type="checkbox"/> Parks |
| | <input type="checkbox"/> Airports |
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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and no warranty is made by the City of Wichita as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user shall consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: Authorization to Exercise Purchase Option for Former Kansas Sports Hall of Fame Building in Old Town (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent Agenda

Recommendation: Authorize implementation of the purchase option procedure.

Background: On June 1, 2003, the Wichita Public Building Commission (PBC) issued its Improvement Revenue Bonds in the amount of \$1,700,000 to finance the acquisition and renovation of a former industrial building in Old Town, at 238 N. Mead, on behalf of the City of Wichita, in order to provide a museum facility for the Kansas Sports Hall of Fame (KSHOF). Under the financing structure securing the PBC Bonds, the City of Wichita leases the facility from the PBC and until recently, subleased it to the KSHOF. The bond structure also includes a purchase option provision that allows the City as lessee to purchase the facility for \$1.00 when all remaining PBC Bonds have been paid or defeased.

On October 20, 2009, the City Council approved a contract to sell the former KSHOF Building to Marketplace Properties for the price of \$1,425,000, subject to the condition that Airbus North America Engineering agrees to expand their Wichita operations into that facility. Airbus announced their decision to expand in Wichita on January 7, 2010 and Marketplace Properties wishes to schedule a closing for the purchase of the KSHOF Building as soon as possible. In order to schedule the closing, the City Council must authorize the exercise of its option to purchase the property under the PBC bond documents.

Analysis: The PBC Lease provides that the City has the right and option to purchase the PBC's interest in the KSHOF Building at any time during the term of the Lease by giving the PBC written notice of its election to exercise the purchase option not less than 30 days or more than 180 days prior to the closing date for the purchase. The City may request a waiver by the PBC of the 30-day advance notice requirement. The purchase price is \$1.00 plus the amount needed to pay or defease the principal and interest of any outstanding PBC Bonds and associated costs.

Financial Considerations: The PBC Bonds were issued in 2003 with final maturity in 2023. Bonds maturing prior to August 1, 2014 can not be paid prior to maturity; Bonds maturing June 1, 2014 and thereafter may be called for redemption prior to maturity, without premium, on or after August 1, 2013. Bonds may be "defeased" (legally deemed to be paid) at any time by depositing sufficient funds in an irrevocable escrow with the Trustee to meet all principal and interest requirements on the Bonds until they can be called for redemption, and to pay the amount needed to call the remaining bonds at that time. The actual amount needed for the defeasance will be determined immediately prior to the closing of the purchase of the KSHOF property. The most recent calculation showed an escrow amount of \$1,423,000. Funds from the sale of the building to Marketplace Properties will be used to purchase the building from the PBC.

Goal Impact: Economic Vitality and Affordable Living. Facilitating the expansion of Airbus North America Engineering in Downtown Wichita strengthens the region's aerospace cluster and encourages future growth of the regional economy.

Legal Considerations: The proposed exercise of the City's purchase option is consistent with the terms of the Lease Agreement between the City and the Wichita Public Building Commission. The actual exercise of the purchase option will have to be conditioned on closing the sale of the KSHOF Building to Marketplace Properties, which sale could be simultaneous with the City's purchase.

Recommendations/Actions: It is recommended that the City Council authorize staff to give notice to the Wichita Public Building Commission of its intent to exercise its purchase option for the Kansas Sports Hall of Fame Building in Old Town, subject to the City selling the Building to Marketplace Properties, and to request a waiver of the 30-day notice requirement.

Attachments: None

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: Purchase Option (Shores, LP) (District III)

INITIATED BY: Urban Development Office

AGENDA: Consent Agenda

Recommendation: Adopt the Resolution.

Background: On April 12, 1994, the City Council approved the issuance of Multi-family Housing Refunding Revenue Bonds, Series XI, 1994 in the amount not to exceed \$8,000,000 to Shores, LP for the refunding of bonds issued in 1985 to finance construction of an apartment complex at 2701 South Emporia in south Wichita. The complex provides housing for senior citizens with a minimum of 20% of units dedicated to low income housing.

Under the provisions of the 1994 Lease Agreement for the bond series, Shores, LP has the option, if all outstanding bonds have been paid, to purchase the facility from the City of Wichita for the sum of \$1,000. On January 5, 2010, staff received notice from Shores, LP of the company's intent to exercise its purchase option.

Analysis: Under the terms of the Lease, the City is required to convey the property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds. The Land Use Restriction Agreement relating to the Multi-family Housing Revenue Bonds will be terminated and released.

Financial Considerations: The purchase price is \$1,000 and other considerations as listed under the provision of the Lease Agreement and Indenture to redeem and retire or defease all outstanding bonds. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by Special Warranty Deed, once all the conditions established in the Lease and Indenture have been met. The City Attorney's Office has approved the form of the Resolution to authorize the execution of the Special Warranty Deed, Termination and Release of LURA, Bill of Sale and the Termination of Lease Agreement (each in substantially the form attached to the Resolution).

Recommendations/Actions: It is recommended that City Council adopt the Resolution authorizing the Special Warranty Deed, Termination and Release of LURA, Bill of Sale and the Termination of Lease Agreement for Shores LP and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease, Termination and Release of LURA, Bill of Sale

RESOLUTION NO. 10-015

**A RESOLUTION AUTHORIZING THE CITY OF WICHITA,
KANSAS, TO CONVEY CERTAIN REAL PROPERTY TO
SHORES, L.P., AND PRESCRIBING THE FORM OF AND
AUTHORIZING THE EXECUTION AND DELIVERY OF
CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

WHEREAS, the City has previously issued its Multifamily Housing Revenue Refunding Bonds (The Shores Apartments Project) Series X1-A, 1994 in an aggregate principal amount of \$7,000,000 and its subordinate multifamily housing revenue refunding bonds (The Shores Apartments Project) Series X1-B 1994 in an aggregate principal amount of \$1,000,000 for the purpose of refunding the City's floating rate monthly demand multifamily revenue bonds (Shores, Inc.) Series V, 1985 (the "Bonds");

WHEREAS, the Bonds were issued pursuant to Ordinance No. 42-515 passed and approved by the governing body of the City on October 25, 1994 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and Shores, L.P., as lessee (the "Lessee"), entered into a Lease Agreement dated as of October 1, 1994, (the "Lease"), a notice of which was filed of record at Film 1484, Page 1437 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, the Lessee will pay in full, on or before _____, 2010, all of the Bonds; and

WHEREAS, following the payment in full of all of the Bonds, the Developer has requested that the City convey title to the Project to Shores, L.P., following the payment of the sum of \$1,000 and all other payments required by Section 8.4 of the Lease;

WHEREAS, the City desires to convey said Project to the Developer upon satisfaction of the conditions specified herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Approval of Conveyance. The conveyance by the City of the personal property described in the Bill of Sale attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The governing body hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, and the Special Warranty Deed, attached hereto as Exhibit B, and the Termination and Release of Land Use Restriction Agreement attached hereto as Exhibit C in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination of Lease Agreement, Termination and Release of Land Use Restriction Agreement, Special Warranty Deed and the Bill of Sale, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 4. Delivery of Documents. The Mayor, City Clerk, or other staff of the City, is hereby authorized and directed to deliver the Termination of Lease Agreement, Termination and Release of Land Use Restriction Agreement, Special Warranty Deed and the Bill of Sale conditioned upon satisfactory evidence that the Tenant has made payment of (i) any fees due the Paying Agent; (ii) any other payments required by Section 8.4 of the Lease; and, (iii) \$1000, as required by the Lease, and an appropriate certification by the Paying Agent as to the redemption and payment of all the Bonds.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this ____ day of January, 2010.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollars (\$1000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Shores, L.P., a Kansas limited partnership (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, machinery, equipment, and other personal property purchased with the proceeds of the City of Wichita's Floating Rate Monthly Demand Multifamily Revenue Bonds (Shores, Inc.) Series V, 1985 as refinanced by the City of Wichita's Multifamily Housing Revenue Refunding Bonds (The Shores Apartments Project) Series X1-A, 1994 in an aggregate principal amount of \$7,000,00 and its subordinate Multifamily Housing Revenue Refunding Bonds (The Shores Apartments Project) Series X1-B, 1994 in an aggregate principal amount of \$1,000,000.

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented, including a certain Land Use Restriction Agreement, dated as of December 1, 1996, as amended; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of January, 2010.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of January, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita, Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of January, 2010, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Shores, L.P. (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the property situated in Sedgwick County, Kansas, specifically described on Exhibit A attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or its predecessor or to the creation or suffering of which the Grantee or its predecessor has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee or its predecessor to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of January, 2010.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of January, 2010, , before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the “City”), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

NOTE: ATTACH EXHIBIT A

**TERMINATION AND RELEASE OF AMENDED AND RESTATED
LAND USE RESTRICTION AGREEMENT**

This TERMINATION AND RELEASE OF AMENDED AND RESTATED LAND USE RESTRICTION AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and Shores, L.P., a Kansas limited partnership ("Shores"). Unless a definition is otherwise provided herein, the capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

WITNESSETH

WHEREAS, the City has previously issued its Multifamily Housing Revenue Refunding Bonds, (The Shores Apartments Project) Series X1-A, 1994 in an aggregate principal amount of \$7,000,000 and its subordinate multifamily housing revenue refunding bonds (The Shores Apartments Project) Series X1-B 1994 in an aggregate principal amount of \$1,000,000 for the purpose of refunding the City's floating rate monthly demand multifamily revenue bonds (Shores, Inc.) Series V, 1985 (the "Bonds");

WHEREAS, the Bonds were issued pursuant to Ordinance No. 42-515 passed and approved by the governing body of the City on October 25, 1994 (the "Ordinance");

WHEREAS, in connection with the issuance of the Bonds, a Land Use Restriction Agreement was recorded on Film 720, Page 878 in the records of the Sedgwick County Register of Deeds, as amended by an Amended and Restated Land Use Restriction Agreement recorded on Film 1484, Page 1444 in the records of the Sedgwick County Register of Deeds ("Agreement");

WHEREAS, the Tenant will pay in full all of the outstanding Bonds on or before January _____, 2010 pursuant to terms of the Ordinance; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Tenant requests that the City terminate and release the Agreement following such payment and the payment of the sum of \$1,000 and all other payments required by Section 8.4 of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Amended and Restated Land Use Restriction Agreement shall terminate and be of no further force and effect. The property located in Sedgwick County, Kansas, affected by the Lease and this Termination of Lease is described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination and Release to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of _____.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of January, 2010 before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

SHORES, L.P.

By _____

ACKNOWLEDGMENT

[illegible]

On this _____ day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are the representative of Shores, L.P., and have signed the foregoing instrument in writing on behalf of said company as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

ATTACH EXHIBIT A

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council Members
SUBJECT: Building Facade Improvements in the Core Area (Districts I and VI)
INITIATED BY: Office of Urban Development
AGENDA: Consent

Recommendation: Adopt the resolution.

Background: On January 15, 2008, the City Council conceptually approved a request from Real Development for exterior improvements to seven high-rise buildings in the downtown area, including the Petroleum Building located at 221 South Broadway. Between January and December 2008, the Council took numerous actions to set public hearing dates and to authorize maximum special assessment financing for these façade improvements.

Analysis: On December 2, 2008, the City Council adopted a revised petition and Resolution No. 08-541, authorizing the improvements using maximum special assessment financing. Review of the financing documents associated with the façade improvements located at 221 South Broadway found that Section 8 of Resolution No. 08-541, inadvertently omitted repealing Resolution No. 08-427, which was previously approved by the City Council on August 26, 2008.

Financial Considerations: There is no financial impact associated with this technical correction.

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the projects. The resolution was prepared by Bond Counsel and has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council adopt the resolution.

Attachments: Resolution

RESOLUTION NO. ____

RESOLUTION REPEALING RESOLUTION NO. 08-427 RELATING TO FINDINGS OF ADVISABILITY AND AUTHORIZATION OF FAÇADE IMPROVEMENTS AT 221 SOUTH BROADWAY (SOUTH OF WILLIAM, WEST OF BROADWAY) 472-84680 IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City”), adopted Resolution No. 08-427 on August 26, 2008, which authorized the construction of certain façade improvements at 221 South Broadway (the “Improvements”) and authorized the cost of the Improvements to be assessed against the following property within the improvement district:

GRIEFFENSTEIN’S ORIGINAL TOWN

Lots 28, 30, 32 and 34, on Lawrence Avenue, now Broadway Avenue in Grieffenstein’s Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue and Lots 22, 24 and 26 on Lawrence Avenue, now Broadway Avenue in Grieffenstein’s Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue; and

WHEREAS, the Governing Body of the City adopted Resolution No. 08-541 on December 2, 2008, which inadvertently omitted repealing Resolution No. 08-427 and also authorized the construction of the Improvements and authorized the cost of the Improvements to be assessed against the following property within the improvement district:

GRIEFFENSTEIN’S ORIGINAL TOWN

Lots 28, 30, 32 and 34, on Lawrence Avenue, now Broadway Avenue in Grieffenstein’s Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Resolution No. 08-427 is hereby repealed in its entirety.

Section 2. This Resolution shall be in full force and effect after its adoption by the Governing Body of the City. The City Clerk is authorized to publish this Resolution one time in the official City newspaper and to file a copy of this Resolution with the Register of Deeds of Sedgwick County, Kansas.

Adopted by the Governing Body of the City of Wichita, Kansas, on January 26, 2010.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

(Seal)

Attest:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: City of Wichita Refunding and Improvement Revenue Bonds,
Series IV, 1994 and Series III, 2007 (Presbyterian Manors, Inc.);
Easement Request, Arkansas City Facilities (District II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Adopt the Resolution and authorize the execution, attestation and delivery of the easement instruments.

Background: From 1990 to 1994, the City of Wichita, through a number of interlocal cooperation agreements, issued refunding and improvement revenue bonds to finance or refund previous financing on Presbyterian Manor, Inc facilities throughout Kansas, including (in June of 1994) certain facilities in the City of Arkansas City. As part of the security for repayment of the Bonds, all of the financed facilities were subjected to the lien of the trust indenture, and subjected to certain restrictions on transfer or encumbrances, including easements. However, under the terms of the Lease, it is possible for the City of Wichita to grant or abandon easements under certain conditions, at the request of the Tenant, Presbyterian Manors, Inc. The City of Arkansas City, Kansas, has been negotiating with the Tenant for certain temporary construction easements and a water line easement, that it desires to obtain on portions of the real property included in the Arkansas City Facilities. In connection with the agreement reached between the City of Arkansas City and the Tenant, the Tenant has requested the City of Wichita (as holder of the legal title in the financed facilities) approve the grants of easement desired by the City of Arkansas City, and join in the instruments of easement.

Analysis: The Tenant has made the written application for approval as required under the Lease. Officers of the Tenant have certified that no event of default exists under the Lease, that the granting of the easements will not be detrimental to the proper conduct of the Tenant's business in any manner or degree, and that the granting of the easements will not impair the effective use or interfere with the efficient and economical operation of the Arkansas City Facilities and will not materially adversely affect the security pledged to the payment of the Bonds.

Financial Considerations: The grants of easement will be without cost to the City, and will have no adverse impact on the security for the outstanding Bonds.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City's Law Department has drafted an appropriate Resolution for Council action, has reviewed the application and corporate officers' certificate submitted by the Tenant, and has reviewed and approved the forms for the grants of easement, which are attached to the Resolution as "Exhibit 1."

Recommendations/Actions: Adopt the Resolution, approving the Tenant's request to grant the easements requested by the City of Arkansas City, and also approving the execution, attestation and delivery of documents granting said easements, substantially in accordance with the forms attached to the Resolution as exhibits, and the execution, attestation and delivery of any further documents reasonably necessary to accomplish the requested grants of easement.

Attachments: Resolution, Temporary Construction Easements and Water Line Easement.

RESOLUTION NO. 10-

**A RESOLUTION CONSENTING TO CREATION OF TWO TEMPORARY
CONSTRUCTION EASEMENTS AND A WATER LINE EASEMENT, WITH RESPECT
TO CERTAIN REVENUE BOND PROPERTY FINANCED WITH PROCEEDS OF THE
CITY'S HEALTH CARE FACILITIES REFUNDING REVENUE BONDS, SERIES IV,
1994 AND HEALTH CARE FACILITIES REFUNDING AND IMPROVEMENT
REVENUE BONDS, SERIES III, 2007 (PRESBYTERIAN MANORS, INC).**

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Health Care Facilities Refunding Revenue Bonds, Series IV, 1994 (Presbyterian Manors, Inc.) dated June 1, 1994 in the aggregate principal amount of \$4,820,000 (the "Series 1994 Refunding Bonds") for the purpose of refinancing and refunding certain debt on a certain five-story retirement apartment center and a certain nursing home facility, both located in the City of Arkansas City, Kansas (collectively, the "Arkansas City Facilities") and has subsequently issued additional bonds, in connection with refinancing improvements and constructing additional improvements to such Arkansas City Facilities, including its Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2007 (Presbyterian Manors, Inc.); and,

WHEREAS, the City holds title interest in the Arkansas City Facilities financed by the above-referenced bonds and has leased such facilities to Presbyterian Manors, Inc. under a certain Lease Agreement dated as of December 1, 1990 (the "Lease"), as subsequently amended and supplemented, including by a certain Third Supplemental Lease dated as of June 1, 1994, and most recently, by an Eighth Supplemental Lease Agreement dated as of June 15, 2007; and,

WHEREAS, Presbyterian Manors, Inc., as Tenant under the Lease, desires to grant to the City of Arkansas City certain temporary construction easements, and a water line easement, each covering a portion of the Arkansas City Facilities, and further desires the City of Wichita to consent thereto as provided for under the terms of the Lease.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF WICHITA, KANSAS:**

Section 1. The City hereby consents to the proposed temporary construction easements and the water line easement as described in the forms of the respective easement instruments furnished concurrently with the Tenant's written application for approval of such easements.

Section 2. The Mayor or Vice Mayor of the City is authorized and directed to execute, and City staff shall deliver, the easement forms for and on behalf of and as the act and deed of the City, in substantially the forms approved on this date with such corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary to carry out and comply with the intent of this Resolution. The City Clerk or Deputy City Clerk of the City is hereby authorized and directed to attest the easements and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary to carry out and comply with the provisions of this Resolution and the duties of the City under the Lease.

Section 4. This Resolution shall take effect immediately upon its adoption by the governing body.

ADOPTED by the governing body of the City of Wichita, Kansas, this 26th day of January, 2010.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf
Director of Law

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that

**CITY OF WICHITA, KANSAS
A Municipal Corporation,
as legal owner of record**

hereinafter "City of Wichita"

and

**Presbyterian Manors, Inc.,
as equitable interest holder**

hereinafter the "Grantor" or "Lessee",, for the sum of One Dollar (\$1.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, both grant to

**THE CITY OF ARKANSAS CITY,
A Municipal Corporation,
County of Cowley,
State of Kansas,**

its successors and assigns, hereinafter the "Grantee", a non-exclusive Temporary Construction Easement over the real estate described in the attached Exhibit A.

1. The above-described Easement is to be used for the purpose of a temporary staging area for equipment, material and supplies for the construction of an underground water line to be placed near the property subject to the Temporary Construction Easement. This Temporary Construction Easement allows the Grantee, it agents, contractors, and/or employees a right of entry in, upon and onto the above described property, for the purpose of hauling, common transporting, storage of materials and equipment, and other general uses required for and during the construction of the above described underground water line.

2. The Grantee hereby agrees to restore the premises to as near the original condition as possible, including, but not limited to, any driveway, entryway and parking area surfaces. If the Grantee is required to remove any trees from from the property described in the attached Exhibit A in exercising its rights under this Easement, Grantee shall replace the trees with trees of like kind, size and quality and/or pay the Lessee the fair market value of the trees. The option of replacement or payment shall be

determined by the Lessee. If the Grantee is required to remove any fencing from the property described in the attached Exhibit A in exercising its rights under this Easement, Grantee shall erect such temporary fencing as may be necessary and proper for safety purposes and at the termination of construction, replace the temporary fencing with permanent fencing of like kind and quality as the fencing existing immediately prior to its removal.

3. City of Wichita and Grantor, individually and not jointly, do hereby WAIVE and RELEASE Grantee from any and all claims for damages for compensation, either now or in the future, arising by reason of the use of the real estate for purposes herein described as long as said use is in accordance with the terms of the documents creating said easement and authorizing said use. It is further understood and agreed that the City of Wichita and Grantor, individually and not jointly, hereby RELEASE the Grantee from liability and relinquishes any claim for damages to the property hereinabove described arising out of the above described project, as long as said project has been constructed and maintained in conformity with the terms of the easement and any supporting temporary easement from City of Wichita and/or Grantor to Grantee, except for such damages to the property as may be caused by the negligence, acts or omissions of the Grantee, its agents, contractors or employees.

4. Pursuant to the Industrial Revenue Bond Lease Agreement between the City of Wichita and Grantor, dated December 1, 1990, Paragraph 24.3 Granting of Easements, the City of Wichita hereby verifies the Grantor complied with the requirements of that Agreement to grant this Easement to Grantee. The City of Wichita has considered Grantor's application to grant the Easement herein, and has duly authorized same. The City of Wichita hereby consents to the grant of the Easement herein. Grantor Presbyterian Manors, Inc. hereby verifies the Grantor complied with the requirements of that Agreement to grant this Easement to Grantee, and further consents to, and grants, the Easement contemplated herein. Grantor herein has full authority to grant and convey this easement.

5. This agreement is binding upon the successors and assigns of the the City of Wichita, Grantor, and Grantee, and it is understood that this agreement cannot be changed or altered in any way, except by writing, legally signed by the City of Wichita, Grantor, and Grantee.

Temporary Construction Easement

6. This Temporary Construction Easement shall commence upon the day listed below, and shall expire December 31, 2011 or completion of construction of the underground water line in the adjacent water line easement area, whichever shall first occur.

TO THESE COVENANTS, the City of Wichita, Grantor, and Grantee do hereby consent and agree.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF WICHITA, KANSAS:

CITY OF WICHITA, KANSAS
By: Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF Sedgwick) ss

Be it remembered, that on this _____ day of January , 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such city, who are personally known to me to be the same persons who executed the foregoing instrument in writing, and duly acknowledged execution of the same on behalf of, and as the act and deed of, said City.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My appointment expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

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Temporary Construction Easement

GRANTOR:

PRESBYTERIAN MANORS, INC.
By: **William M. Ward, Jr.**
President/CEO

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

Be it remembered, that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came William M. Ward, Jr., who is personally known to me to be the same person(s) who executed the within instrument in writing, and acknowledged execution of this document is the duly authorized act on behalf of Presbyterian Manors, Inc. In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTEE:

CITY OF ARKANSAS CITY

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

Be it remembered, that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came _____, on behalf of the City of Arkansas City, who is personally known to me to be the same person(s) who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that

**CITY OF WICHITA, KANSAS
A Municipal Corporation,
as legal owner of record**

hereinafter "City of Wichita"

and

**Presbyterian Manors, Inc.,
as equitable interest holder**

hereinafter the "Grantor" or "Lessee", for the sum of One Dollar (\$1.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, both grant to

**THE CITY OF ARKANSAS CITY,
A Municipal Corporation,
County of Cowley,
State of Kansas,**

its successors and assigns, hereinafter the "Grantee", a non-exclusive Temporary Construction Easement over, under and through the real estate described in the attached Exhibit A.

1. The above-described Easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting an underground water line to be placed near the property subject to the Temporary Construction Easement. This Temporary Construction Easement allows the Grantee, its agents, contractors, and/or employees a right of entry in, upon and onto the above described property, for the purpose of hauling, common transporting, storage of materials and equipment, and other general uses required for and during the construction of the above described underground water line.

2. The Grantee hereby agrees to restore the premises to as near the original condition as possible. If the Grantee is required to remove any trees from the property described in the attached Exhibit A in exercising its rights under this Easement, Grantee shall replace the trees with trees of like kind, size and quality, and/or pay the Lessee the fair market value of the trees. The option of replacement or payment shall be determined by the Lessee. If the Grantee is required to remove any fencing from the property described in the attached Exhibit A in exercising its rights under this Easement, Grantee shall erect such

temporary fencing as may be necessary and proper for safety purposes and at the termination of construction, replace the temporary fencing with permanent fencing of like kind and quality as the fencing existing immediately prior to its removal.

3. City of Wichita and Grantor, individually and not jointly, do hereby WAIVE and RELEASE Grantee from any and all claims for damages for compensation, either now or in the future, arising by reason of the use of the real estate for purposes herein described as long as said use is in accordance with the terms of the document creating said easement and authorizing said use. It is further understood and agreed that the City of Wichita and Grantor, individually and not jointly, hereby RELEASE the Grantee from liability and relinquishes any claim for damages to the property hereinabove described arising out of the above described project, as long as said project has been constructed and maintained in conformity with the terms of the easement and any supporting temporary easement from City of Wichita and/or Grantor to Grantee, except for such damages to the property as may be caused by the negligence, acts or omissions of the Grantee, its agents, contractors or employees.

4. Pursuant to the Industrial Revenue Bond Lease Agreement between the City of Wichita and Grantor, dated December 1, 1990, Paragraph 24.3 Granting of Easements, the City of Wichita hereby verifies the Grantor complied with the requirements of that Agreement to grant this Easement to Grantee. The City of Wichita has considered Grantor's application to grant the Easement herein, and has duly authorized same. The City of Wichita hereby consents to the grant of the Easement herein. Grantor Presbyterian Manors, Inc. hereby verifies the Grantor complied with the requirements of that Agreement to grant this Easement to Grantee, and further consents to, and grants, the Easement contemplated herein. Grantor herein has full authority to grant and convey this easement.

5. This agreement is binding upon the successors and assigns of the City of Wichita, Grantor, and Grantee, and it is understood that this agreement cannot be changed or altered in any way, except by writing, legally signed by the City of Wichita, Grantor, and Grantee.

6. This Temporary Construction Easement shall commence upon the day listed below, and shall expire December 31, 2011 or completion of construction of the underground water line in the adjacent

water line easement area, whichever shall first occur.

TO THESE COVENANTS, the City of Wichita, Grantor, and Grantee do hereby consent and agree.

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CITY OF WICHITA, KANSAS:

CITY OF WICHITA, KANSAS

By: Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Sedgwick) ss

Be it remembered, that on this _____ day of January , 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such city, who are personally known to me to be the same persons who executed the foregoing instrument in writing, and duly acknowledged execution of the same on behalf of, and as the act and deed of, said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My appointment expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

PRESBYTERIAN MANORS, INC.
By: **William M. Ward, Jr.**
President/CEO

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

Be it remembered, that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came William M. Ward, Jr., who is personally known to me to be the same person(s) who executed the within instrument in writing, and acknowledged execution of this document is the duly authorized act on behalf of Presbyterian Manors, Inc. In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTEE:

CITY OF ARKANSAS CITY

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

Be it remembered, that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came _____, on behalf of the City of Arkansas City, who is personally known to me to be the same person(s) who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

WATER LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that

**CITY OF WICHITA, KANSAS
A Municipal Corporation,
as legal owner of record**

hereinafter "City of Wichita"

and

**Presbyterian Manors, Inc.,
as equitable interest holder**

hereinafter the "Grantor" or "Lessee", in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by the City of Wichita and Grantor, both hereby sell, grant and convey unto

**CITY OF ARKANSAS CITY, KANSAS
A Municipal Corporation,**

(hereinafter called "Grantee" or "City"), a non-exclusive Perpetual Water Line Easement for the location of an underground water line underneath the property, described in Exhibit A attached hereto (hereinafter called "Easement Area") for the purpose of the City constructing, reconstructing, repairing, grading, improving and maintaining an underground public water line, under said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. Erection of structures prohibited. The City of Wichita or Grantor, and their successors and assigns, shall not erect any structure, building or fence over or within the Easement Area without obtaining the prior written approval of the Grantee. Any approval or consent of the Grantee required under this Easement shall not be unreasonably withheld.

2. The Grantor, or any occupant of the Easement Area pursuant to authority granted by the Grantor or its successors, assigns, agents, contractors or anyone acting by or through those persons, shall not plant nor permit to grow any trees or other vegetative growth within the Easement Area which might reasonably be expected to obstruct or impair the water line.

3. Change in grade prohibited. The City of Wichita or Grantor or their successors or assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

4. Right of access. Grantee shall have the right of access to the Easement Area through the property adjacent to the Easement Area, and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area, and the right to improve, repair and maintain the Easement Area in whatever manner necessary and consistent with its purposes.

5. Easement right to the land. This Easement shall be non-exclusive, perpetual, permanent and run with the land and shall be binding upon Grantor and Grantor's successors and assigns.

6. Property to be restored. Upon completion of any construction, reconstruction, repair, or maintenance of any improvements in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before any such construction, reconstruction, repair or maintenance. If the Grantee is required to remove any fencing from the Easement Area in exercising its rights under this Easement, Grantee shall erect such temporary fencing as necessary and proper for safety purposes and at the termination of its activities pursuant to this Easement, Grantee shall replace the temporary fencing with permanent fencing of like kind and quality as the fencing existing prior to its removal by Grantee, all at the cost of Grantee.

Pursuant to the Industrial Revenue Bond Lease Agreement between the City of Wichita and Grantor, dated December 1, 1990, Paragraph 24.3 Granting of Easements, the City of Wichita hereby verifies the Grantor complied with the requirements of that Agreement to grant this Easement to Grantee. The City of Wichita has considered Grantor's application to grant the Easement herein, and has duly authorized same. The City of Wichita hereby consents to the grant of the Easement herein. Grantor Presbyterian Manors, Inc. hereby verifies the Grantor complied with the requirements of that Agreement to grant this Easement to Grantee, and further consents to, and grants, the Easement contemplated herein.

Grantor herein has full authority to grant and convey this easement.

Words and phrases included herein, including acknowledgement hereof, shall be construed as in a singular or plural number, and as masculine or feminine gender according to the context.

TO THESE COVENANTS the City of Wichita, Grantor, and Grantee do hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have executed this agreement this _____ day of _____, 2010.

CITY OF WICHITA, KANSAS:

CITY OF WICHITA, KANSAS
By: Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Sedgwick) ss

Be it remembered, that on this _____ day of January , 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such city, who are personally known to me to be the same persons who executed the foregoing instrument in writing, and duly acknowledged execution of the same on behalf of, and as the act and deed of, said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My appointment expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

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GRANTOR:

PRESBYTERIAN MANORS, INC.
By: **William M. Ward, Jr.**
President/CEO

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

Be it remembered, that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came William M. Ward, Jr., who is personally known to me to be the same person(s) who executed the within instrument in writing, and acknowledged execution of this document is the duly authorized act on behalf of Presbyterian Manors, Inc. In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

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GRANTEE:

CITY OF ARKANSAS CITY

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

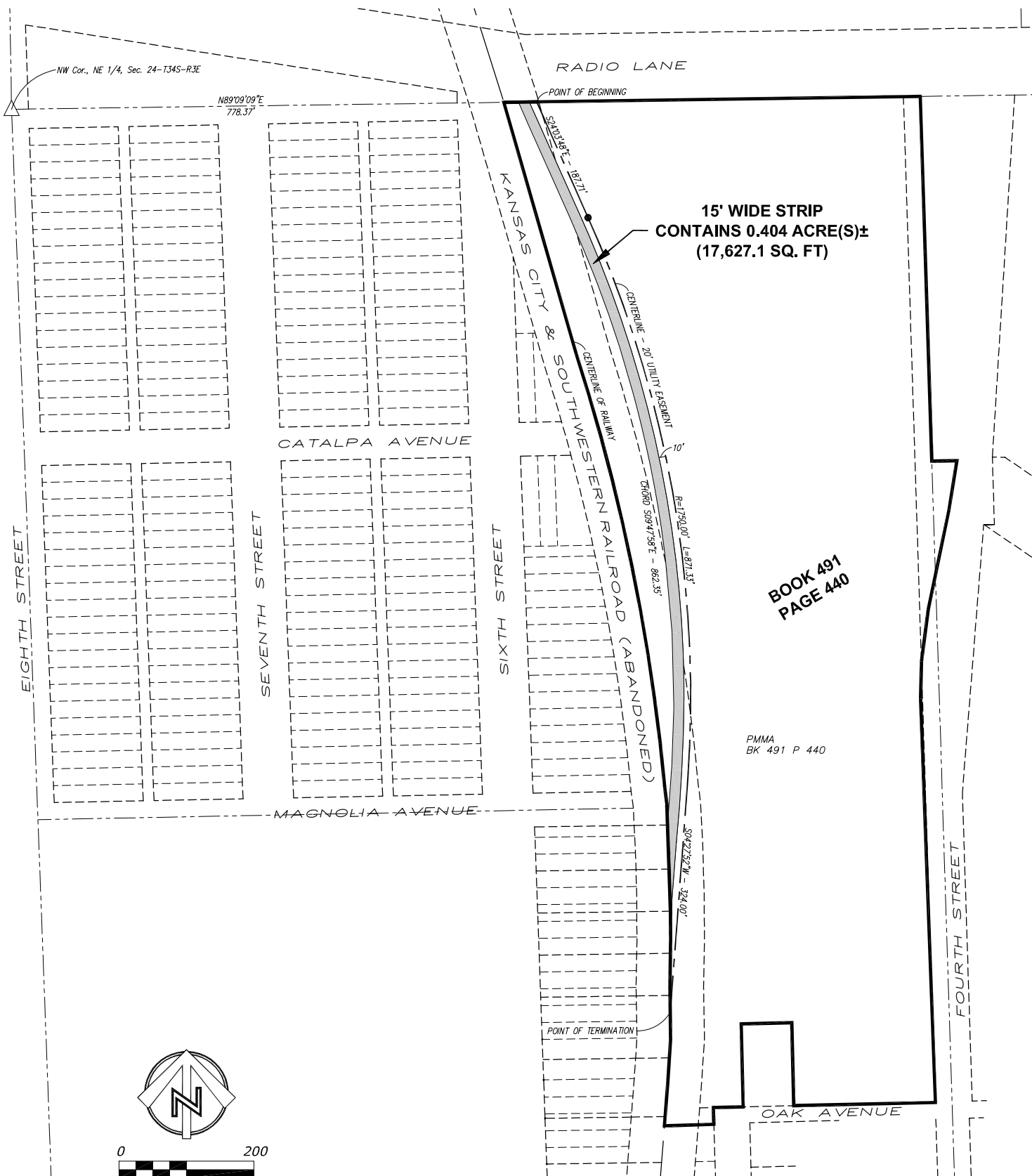
Be it remembered, that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came _____, on behalf of the City of Arkansas City, who is personally known to me to be the same person(s) who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

EXHIBIT 1
EASEMENT FORMS



TEMPORARY CONSTRUCTION EASEMENT

OWNER:

Presbyterian Manors, Inc.



SMITH & OAKES, INC

CIVIL ENGINEERING / LAND SURVEYING

P.O. Box 696 / 107 North Summit / Arkansas City, KS 67005
620-442-4756 / FAX 620-442-0461 / info@smithandoakes.com

SEE SHEET 2 FOR LEGAL DESCRIPTION

Date: 12/15/09

111 #: 29-036

Scale: 1"=200'

Sheet: 1 OF 2

Drawn: JDS



SMITH & OAKES, INC

CIVIL ENGINEERING / LAND SURVEYING

P.O. Box 696 / 107 North Summit / Arkansas City, KS 67005
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Al J. Oakes, P.E., L.S.
President

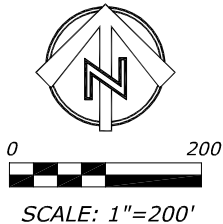
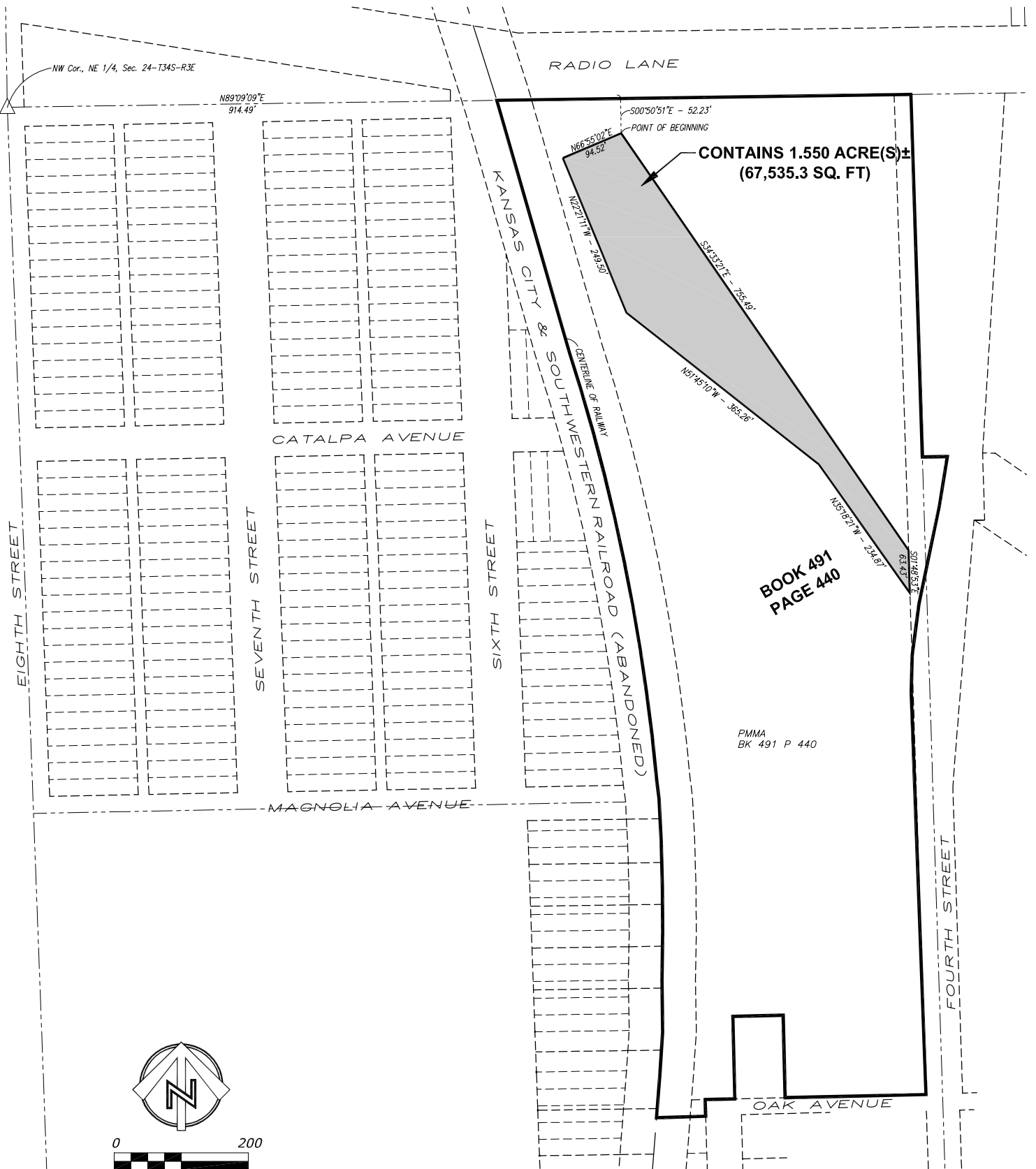
December 15, 2009

Presbyterian Manors, Inc.

LEGAL DESCRIPTION – TEMPORARY CONSTRUCTION EASEMENT

A strip of land situated in the Northeast Quarter of Section 24, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County Kansas, said strip being the Westerly 15.00 feet of a 50.00 feet wide strip with the centerline being more particularly described as follows: Commencing at a PK Nail marking the Northwest Corner of said Northeast Quarter; thence North 89 degrees, 09 minutes, 09 seconds East (assumed), along the North line of said Northeast Quarter a distance of 778.37 feet to the POINT OF BEGINNING of the herein described centerline; thence South 24 degrees, 03 minutes, 48 seconds East a distance of 187.71 feet to a point; thence on a curve to the right having a radius of 1750.00 feet, a chord bearing of South 09 degrees, 47 minutes, 58 seconds East, and a chord length of 862.35 feet, a distance of 871.33 feet to a point; thence South 04 degrees, 27 minutes, 52 seconds West a distance of 324.00 feet, more or less, to a point on the centerline of the Kansas City and Southwestern Railroad Right-of-Way, said point being the POINT OF TERMINATION of the herein described centerline, with all sidelines being subtended and extended leaving no gaps or overlaps, containing 0.404 acre(s) [17,627.1 square feet], more or less.





TEMPORARY CONSTRUCTION EASEMENT

OWNER:

Presbyterian Manors, Inc.



SMITH & OAKES, INC

CIVIL ENGINEERING / LAND SURVEYING

P.O. Box 696 / 107 North Summit / Arkansas City, KS 67005
620-442-4756 / FAX 620-442-0461 / info@smithandoakes.com

SEE SHEET 2 FOR LEGAL DESCRIPTION

Date: 12/15/09

113 #: 29-036

Scale: 1"=200'

Sheet: 1 OF 2

Drawn: JDS



SMITH & OAKES, INC

CIVIL ENGINEERING / LAND SURVEYING

P.O. Box 696 / 107 North Summit / Arkansas City, KS 67005
620-442-4756 / FAX 620-442-0461 / info@smithandoakes.com

Al J. Oakes, P.E., L.S.
President

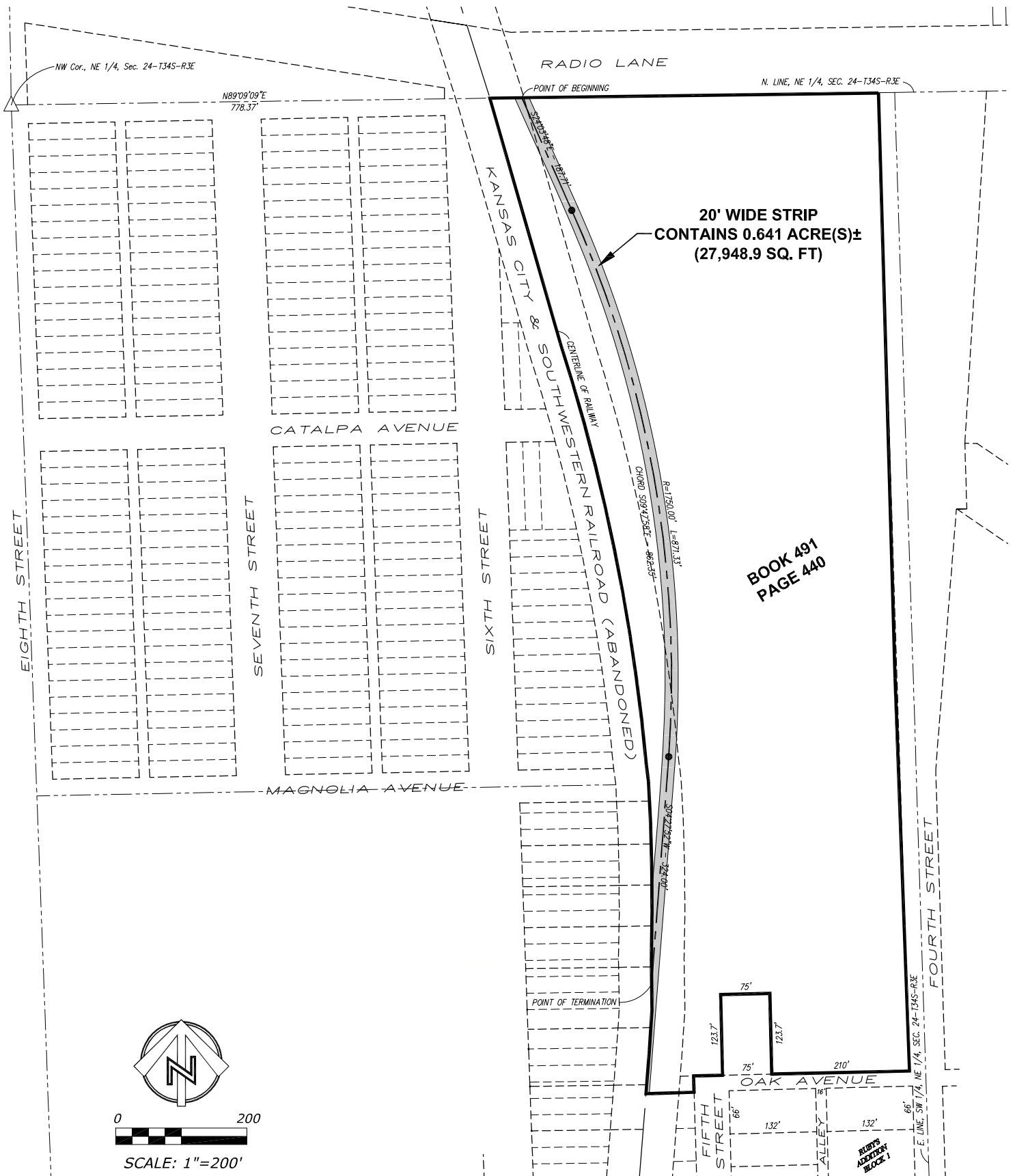
December 15, 2009

Presbyterian Manors, Inc.

LEGAL DESCRIPTION – TEMPORARY CONSTRUCTION / STAGING EASEMENT

A tract of land situated in the Northeast Quarter of Section 24, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County Kansas; being more particularly described as follows:
COMMENCING at a PK Nail marking the Northwest Corner of said Northeast Quarter; thence North 89 degrees, 09 minutes, 09 seconds East (assumed), along the North line of said Northeast Quarter a distance of 914.49 feet to a point; thence South 00 degrees, 50 minutes, 51 seconds East a distance of 52.23 feet to the POINT OF BEGINNING of the herein described tract; thence South 34 degrees, 33 minutes, 21 seconds East a distance of 755.49 feet, more or less, to a point on the West Right-of-Way of 4th Street; thence South 01 degrees, 48 minutes, 53 seconds East along said West Right-of-Way a distance of 63.43 feet to a point; thence North 35 degrees, 18 minutes 21 seconds West a distance of 234.87 feet to a point; thence North 51 degrees, 45 minutes, 10 seconds West a distance of 365.26 feet to a point; thence North 22 degrees, 21 minutes, 11 seconds West a distance of 249.50 feet to a point; thence North 66 degrees, 55 minutes, 02 seconds East a distance of 94.52 feet to the POINT OF BEGINNING of the herein described tract; containing 1.550 acre(s) [67,535.3 square feet], more or less.





OWNER:

Presbyterian Manors, Inc.

SEE SHEET 2 FOR LEGAL DESCRIPTION

WATER LINE EASEMENT



SMITH & OAKES, INC

CIVIL ENGINEERING / LAND SURVEYING

P.O. Box 696 / 107 North Summit / Arkansas City, KS 67005
620-442-4756 / FAX 620-442-0461 / info@smithandoakes.com

Date: 1/8/10

115 #: 29-036

Scale: 1"=200'

Sheet: 1 OF 2

Drawn: JDS



SMITH & OAKES, INC

CIVIL ENGINEERING / LAND SURVEYING

P.O. Box 696 / 107 North Summit / Arkansas City, KS 67005
620-442-4756 / FAX 620-442-0461 / info@smithandoakes.com

Al J. Oakes, P.E., L.S.
President

January 8, 2010

Presbyterian Manors, Inc.

LEGAL DESCRIPTION – WATER LINE EASEMENT

A 20 foot wide strip of land situated in the Northeast Quarter of Section 24, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County Kansas, with the centerline being more particularly described as follows: Commencing at a PK Nail marking the Northwest Corner of said Northeast Quarter; thence North 89 degrees, 09 minutes, 09 seconds East (assumed), along the North line of said Northeast Quarter a distance of 778.37 feet to the POINT OF BEGINNING of the herein described centerline; thence South 24 degrees, 03 minutes, 48 seconds East a distance of 187.71 feet to a point; thence on a curve to the right having a radius of 1750.00 feet, a chord bearing of South 09 degrees, 47 minutes, 58 seconds East, and a chord length of 862.35 feet, a distance of 871.33 feet to a point; thence South 04 degrees, 27 minutes, 52 seconds West a distance of 324.00 feet, more or less, to a point on the centerline of the Kansas City and Southwestern Railroad Right-of-Way, said point being the POINT OF TERMINATION of the herein described centerline, with all sidelines being subtended and extended leaving no gaps or overlaps, containing 0.641 acre(s) [27,948.9 square feet], more or less.



City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: 2009 Budget Adjustment – Central Inspection Fund

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: The legally certified budget for the Central Inspection Fund (OCI) for 2009 was set at \$8,425,060. During the revised budget process, this budget was reduced to \$5,553,113.

Analysis: The OCI Fund experienced significant financial stress in 2009, primarily due to a diminishment of revenues due to the construction market slowdown. Staff took aggressive action to reduce expenditures, and the budget for 2009 was reduced by \$2,871,947. In the final month of the year, activity did pick up slightly, and fund revenues exceeded the budgeted amount by \$381,473. However, with year-end adjustments, total expenditures exceeded the revised by \$30,970 (primarily due to salaries and benefits). Staff is seeking approval to increase the Revised 2009 OCI budget by \$30,970, plus any final year-end adjustments if necessary.

Financial Considerations: The OCI finished 2009 in a stronger cash position than was forecasted, due to stronger than expected revenues. The additional \$30,970 in unbudgeted expenditures was more than offset by an additional \$381,473 in unbudgeted revenues.

Goal Impact: OCI operations impact the Safe and Secure goal area.

Legal Considerations: The OCI will remain within the legally certified budget of \$8,425,060; the revised budget will increase to \$5,584,083.

Recommendation/Action: It is recommended that the City Council approve the budget adjustment.

**City of Wichita
City Council Meeting
January 26, 2010**

TO: Mayor and City Council

SUBJECT: South Broadway Streetscape Project (Districts I, III)

INITIATED BY: Housing and Community Services

AGENDA: Consent

Recommendation: Approve the budget modification which utilizes Community Development Block Grant funds for the north portion of the South Broadway Streetscape Project.

Background: On January 6, 2009, the City Council approved the South Broadway Streetscape Project, which authorized improvements along Broadway from Pawnee to the Arkansas River and from Kellogg to Gilbert. Community Development Block Grant (CDBG) funds were designated for the north (\$80,000) and south portions (\$100,000) of the project, and General Obligation (GO) bond funds left over from another CIP-funded project (\$107,000) were designated for additional work on the north portion.

Analysis: Since that time, City staff have consulted with officials from the Regional Office of the U.S. Department of Housing and Urban Development, and determined that the funding designations for this project should be modified in order to meet regulatory objectives for Community Development Block Grant funds. The modification will involve utilizing CDBG funds on the north end of the project, and the GO funds on the south end. This is an administrative/budgetary modification only and does not affect program design.

Financial Considerations: The project will be funded using \$180,000 in CDBG funds for the north end of the project and \$107,000 is programmed in the Proposed 2009-2018 Capital Improvement Program for the south end.

Goal Impact: The project addresses the Quality of Life goal by improving the appearance of the South Broadway corridor.

Legal Considerations: The U.S. Department of Housing and Urban Development has confirmed that the use of CDBG funds on the north end of the project is in compliance with regulations.

Recommendations/Actions: It is recommended that the City Council approve the budget modification which utilizes Community Development Block Grant funds for the north portion of the South Broadway Streetscape Project.

Attachments: None.

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (All Districts)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and city ordinances allow placement of the lot cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: These assessments are in accordance with Chapters 7.40.050 and 7.40.060 and 8.01.065 of the City Code. This agenda report has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments.

Attachments: Property List for Special Assessment

Weed Mowing	Address / Location	Amount	District No.
A-08102	2704 N Wellington Pl	120.24	6
A-01778	1437 N Otis Ave	120.24	6
C-60247	9507 E 43rd Circle N - V/L	120.24	2
B-05407	1327 S St Francis	120.24	1
C-19124	1807 E 24th St N - V/L	120.24	1
C-24764	2345 N Grove St	120.24	1
C-13488	2920 E Stadium Dr - V/L	120.24	1
C-01296	V/L N of 1752 N Kansas	120.24	1
B-03382	1101 N New York	120.24	1
C-00798-002A	1036 N Minnesota St	120.24	1
C-00019	418 N Hydraulic Ave	120.24	1
C-54352	125 S Grand Mere Ct - V/L	120.24	2
C-54355	135 S Grand Mere Ct - V/L	120.24	2
C-54311	229 S Grandmere Ct - V/L	120.24	2
C-54313	221 S Grandmere Ct - V/L	120.24	2
C-54346	101 S Grand Mere Ct - V/L	120.24	2
C-54347	105 S Grand Mere Ct - V/L	120.24	2
C-54333	15704 E Morningside St - V/L	120.24	2
C-54334	15610 E Morningside St - V/L	120.24	2
C-54319	15707 E Morningside St - V/L	120.24	2
D-06708	3811 W Taft St	120.24	4
D-08867	3631 W University Ave	120.24	4
D-29964-0001	2450 S Leonine	169.43	4
D-29959	2421 S Leonine (2423 S Leonine)	128.29	4
C-54411	15411 E Lynnwood St - V/L	120.24	2
C-54321	15609 E Morningside St - V/L	120.24	2
C-54322	15605 E Morningside St - V/L	120.24	2
C-54320	15603 E Morningside St - V/L	120.24	2
C-54336	15602 E Morningside St - V/L	120.24	2
C-30226	1334 S Bluffview St - V/L	120.24	3
B-11198	1105 E 31st St S	120.24	3
A-07229	2012 S Wichita St	120.24	3
B-05279	V/L N of 1538 S Emporia	120.24	1
C-01177-0001	1431 N Madison Ave - V/L	120.24	1
C-34688	635 S Greenwich Rd - V/L	128.29	2
C-01029-0001	1308 N Minneapolis	120.24	1
C-01089	1626 N Piatt	120.24	1
C-01309	1626 N Kansas - V/L	120.24	1
C-03055	1328 N Lorraine	120.24	1
A-08928	2160 S Gold Ave	120.24	3
C-01092	1546 N Piatt St	120.24	1
B-08841	1951 N Hydraulic - V/L	808.90	1
C-01310	1612 N Kansas St - V/L	120.24	1
C-03108	1054 N Grove St - V/L	120.24	1
C-01250	1601 N Grove St	120.24	1
C-01249	V/L N of 1601 N Grove	120.24	1

B-08087-000A	1507 S Ellis Ave	120.24	1
D-00427	828 University - V/L	120.24	4
C-56376	8621 E Millrun St - V/L	120.24	2
C-56375	8617 E Millrun St - V/L	120.24	2
C-03027-001A	1106 N Chautauqua Ave	120.24	1
C-02700-0001	2701 E Mossman - V/L	120.24	1
C-02915	1242 N Volutsia - V/L	120.24	1
C-01008-0001	1806 E 12th St - V/L	120.24	1
A-13263	3101 N Shelton Ave	120.24	6
C-02605	525 N Green St	120.24	1
D-11490	638 N Flora St	120.24	4
B-05069	1505 S Santa Fe	128.29	1
D-05615	1645 S Millwood Ave	120.24	4
C-03606	1607 N Estelle Ave - V/L	120.24	1
C-25147	2139 S Green St	120.24	3
C-12348	647 S Sylvan Ln	120.24	3
C-22643	3141 E Glen Oaks Dr	120.24	3
D-56438	4605 W 37th St S	128.29	4
D-01139-00UP	1313 W 55th St S	128.29	4
A-07884-0004	2118 S Greenway Blvd	120.24	3
B-05790-0001	1822 S Santa Fe	120.24	3
C-07325	830 S Belmont	120.24	3
C-01309-000A	1622 N Kansas - V/L	120.24	1
B-03560	1245 N Wabash - V/L	120.24	1
B-03561	1241 N Wabash - V/L	120.24	1
B-03106-0001	840 N Wabash	120.24	1
B-03106	V/L N of 832 N Wabash	120.24	1
B-03649	1047 N Ohio - V/L	120.24	1
B-03025	915 N Ohio Ave	120.24	1
B-03477	1309 N Indiana Ave - V/L	120.24	1
B-03366	1116 N Mathewson Ave - V/L	120.24	1
B-03364	1502 E 10th St - V/L	120.24	1
C-01065	1200 N Minnesota - V/L	120.24	1
C-01042	1253 N Minnesota - V/L	120.24	1
C-00946-0001	V/L S of 1235 N Ash	120.24	1
C-00907-0001	1324 N Madison	120.24	1
C-00812	1155 N Spruce - V/L	120.24	1
C-03176	1128 N Poplar - V/L	120.24	1
C-01521-0003	2105 N Minnesota St - V/L	120.24	1
B-09762	2420 S Washington Ave	120.24	3
B-00683	V/L NW of 910 N Washington	120.24	6
C-03280	1701 N Lorraine St	120.24	1
C-16381	1512 N Old Manor Rd	120.24	1
B-10251	1502 E 16th St N - V/L	120.24	1
C-05698	402 S Chautauqua St	120.24	1
C-00229	323 N Ash	120.24	1
C-03555	1600 N Poplar - V/L	120.24	1

C-02729	1335 N Poplar - V/L	120.24	1
B-07629	1230 S Washington Ave	120.24	1
C-29049	3823 E Cessna St	120.24	3
D-05642	1625 S Vine Ave	120.24	4
B-08636-0001	511 N Cleveland - V/L N f 509 N Cleveland	120.24	1
C-16841	1701 N Belmont	120.24	1
C-00771	V/L S of 1030 N Ash	120.24	1
B-03592	1109 N Cleveland Ave	120.24	1
C-00843	1138 N Ash	120.24	1
D-17411	925 N Clara St	120.24	6
C-16735	1401 N Battin - V/L	120.24	1
C-13660	1043 N Dellrose Ave	120.24	1
C-40565	6745 E Winterberry Cir	120.24	1
A-08804	521 W Boston Heights	120.24	1
A-08805	517 W Boston Heights	120.24	1
D-28850	9901 W 12th St N	120.24	5
C-24668	2320 N Volutsia St - V/L	120.24	1
C-05100	141 S Kansas Ave	120.24	1
C-50814	8405 E Kellogg	169.43	2
C-07317	827 S Crestway St	120.24	3
C-01317-0001	1638 N Minneapolis - V/L	120.24	1
D-54024	4612 S Edwards Cir - V/L	120.24	4
C-01097	1456 N Piatt St - V/L	120.24	1
D-09086	3417 W St Louis Ave	120.24	6
C-00742	705 N Grove St - V/L	120.24	1
B-03632	1137 N Indiana - V/L	120.24	1
C-01073	1307 N Piatt Ave - V/L	120.24	1
C-01303-0003	V/L NW corner of 15th & Kansas	120.24	1
D-05069	428 N Richmond Ave	120.24	6
D-15020	1931 S Catherine	120.24	4
C-20443	3723 E Funston St E	120.24	3
B-07631	V/L N of 1004 E Bayley	120.24	1
B-07630	1234 S Washington Ave	120.24	1
D-54114	V/L N of 5732 S Jones	120.24	4
D-03823	143 S Gordon Ave	120.24	4
A-15185	1002 W 29th St N	120.24	6
C-02812	1238 N Green Ave	120.24	1
D-54113	5731 S Broadway Ave	128.29	4
C-11170-001A	1040 S Vassar Ave	120.24	3
B-09985	2451 S Ida Ave	120.24	3
B-06036-0001	2127 S Washington St	120.24	3
D-01786	411 W University Ave	120.24	4
A-10257-0001	3205 S Broadway	415.38	3
C-24418	2601 N Spruce St - V/L	120.24	1
C-34472	3011 S Bunker Hill	120.24	3

C-62972	V/L 3 East of 45th & Ironwood Circle	128.29	2
B-03520	1223 N Ohio - V/L	120.24	1
B-03511	1327 N Ohio - V/L	120.24	1
A-07290	2020 S Water St	120.24	3
D-01784	425 W University Ave	120.24	4
C-19118	1907 E Looman St	120.24	1
A-08967	709 W Kinkaid Ave	120.24	3
C-25225	1132 N Minneapolis Ave	120.24	1
C-02766	1150 N Poplar - V/L	120.24	1
B-08892	1149 N Ohio Ave - V/L	120.24	1
C-01445	1954 N Minneapolis Ave - V/L	120.24	1
C-30122	4219 E Boston Dr	120.24	3
A-05977	1128 S Water St	120.24	1
A-07019	1831 S Main St	120.24	3
D-25458	1802 W 46th St S	120.24	4
D-51279	5518 S Charles	120.24	4
D-24955	4427 S Oak Ave	120.24	4
B-04798	830 S Emporia Ave	120.24	1
A-07074	1832 S Wichita St	120.24	3
C-62967	4607 N Ironwood Cr	374.24	2
C-02871	1200 N Estelle - V/L	120.24	1
C-03145	V/L 1 S of 1021 N Estelle	120.24	1
C-03144	1013 N Estelle St - V/L	120.24	1
C-02919	1224 N Volutsia - V/L	120.24	1
C-25413-0001	1624 S Rutan St	120.24	3
C-02808	1258 N Green Ave - V/L	120.24	1

Lot Clean-UP	Address / Location	Cost	District
C-02399	656 N Erie	\$815.40	1
C-28640	1217 N Spruce	650.65	1
C-00146	435 N Piatt	490.20	1
C-12540	655 S Bluff	941.50	3
C-08288	343 N Kansas Ave	572.00	1
B-05639	1903 S Mosley Ave	1,422.40	3
C-13430	2807 E Stadium St	632.10	1
A-06412	1303 S Water St	1,473.55	1
C-03024	1208 N Chautauqua	600.80	1
A-06081	1139 S Market St	1,168.15	1
D-04641	1037 S Millwood	463.20	4
C-03123	1036 N Poplar St	1,478.74	1
C-02812	1238 N Green Ave	515.80	1
C-15362	2718 E 10th St	502.60	1
C-15958	1427 N Broadview	484.60	1
C-08123-0001	656 S Estelle	472.95	1
C-01317-0001	1638 N Minneapolis - V/L	721.55	1
A-06171	929 S Water	555.85	1
C-02841	1227 N Estelle - V/L	606.50	1

C-02837	1245 N Estelle - V/L	577.00	1
C-15362	2718 E 10th St - V/L	480.00	1
C-08830-00A2	1523 N Estelle	804.50	1
B-03520	1223 N Ohio - V/L	600.00	1
C-00742	705 N Grove - V/L	740.75	1
A-04715-0001	1703 N Woodland	544.00	6
D-62091	415 S 162nd St W	585.99	5
C-00624	538 N Ash - V/L	375.00	1
A-01302	1258 N Fairview	673.50	6
C-30249	1416 S Bluffview St - V/L	822.50	3
C-08371	637 N Dellrose	347.00	1
D-14933	3120 W Kay St	631.25	4
B-03261-000A	1317 N Mathewson - V/L	882.55	1
B-03261-00A5	1325 N Mathewson - V/L	558.00	1
C-20176	1615 N Oliver - V/L	375.25	1
C-09998-0002	V/L S of 1712 N Poplar	793.95	1
C-16103	2223 E Shadybrook Ln - V/L	617.00	1
C-07401-0001	732 S Broadview St	662.10	3
C-02618	641 N Green	440.00	1
A-04465	1224 N Larimer Ave	757.10	6
C-03055	1328 N Lorraine	471.55	1
C-00491	212 N Madison - V/L	337.64	1
D-20458	2409 W May St	812.80	4
C-00611	541 N Ash - V/L	858.39	1
C-03104	1028 N Grove - V/L	458.80	1
C-19122	1927 E Looman St - V/L	701.15	1
C-03134	2616 E 9th St N	2,122.60	1
C-13748	916 N Harding - V/L	1,055.50	1
A-07260	2027 S Water	667.99	3
C-60245-0001	9514 E 43rd St N	1,637.26	2
B-07886	1345 S Hydraulic	820.05	1
A-02100	1630 N Sherwood	398.40	6
D-03321	2217 W Irving	1,115.65	4
C-00856	1120 N Hydraulic	205.00	1
C-30801	2712 Fairmount	205.00	1
C-04811	1832 N Lorraine	205.00	1
C-03350	1428 N Lorraine	205.00	1
C-03350	1428 N Lorraine	205.00	1
C-25210	728 N Minnesota	205.00	1
C-02798	2607 E 13 th	205.00	1
C-02798	2607 E 13 th	205.00	1
C-01759	2728 E 2nd	205.00	1
C-00458	132 N Spruce	205.00	1
C-15381	1040 N Volutsia	205.00	1
C-01449	1933 N Minnesota	205.00	1
C-01449	1933 N Minnesota	205.00	1
D-21945	7125 W University	205.00	5

C-03634	1730 N Green	205.00	1
C-01371-0008	1418 N Minneapolis	205.00	1
D-11719	4838 W Newell	205.00	4
C-03007	1342 N Chautauqua - V/L	598.00	1
C-01098	V/L N of 1446 N Piatt	577.30	1
A-01221	1304/1306 N Waco - Duplex	378.00	6
C-01392-0002	1818 N Ash - V/L	706.75	1
C-02929	1347 N Erie - V/L	539.35	1
C-02767	1148 N Poplar - V/L	634.50	1
C-00473	207 N Spruce	621.25	1
B-11303-0001	3430 S Washington	205.00	3
D-11812	5333 W 1 st	205.00	4
D-03068	943 N Indiana	205.00	1
D-09079	3322 W St Louis	205.00	6
D-09079	3322 W St Louis	205.00	6
D-09079	3322 W St Louis	205.00	6
D-09079	3322 W St Louis	225.00	6
C-58315	2623 N Minnesota Ct	205.00	1
C-31171	2501 N Pershing	205.00	1
B-09409	2537 S Ellis	205.00	3
B-03025	915 N Ohio	262.00	1
C-14504	842 S Crestway	287.60	3
C-02550	554 N Estelle St	343.25	1
C-03165	1132 N Green St	664.50	1
D-01103	523 S Richmond	832.65	4
B-03025	915 N Ohio	205.00	1
C-02904	1340 N Volutsia	205.00	1
C-09100	1249 N Grove	205.00	1
A-06423	1351 S Water	205.00	1
C-15847	1434 N Bluff	205.00	1
C-02701-00A1	2723 E Mossman	205.00	1
C-24660-0001	2231 N Erie	205.00	1
C-00788	1030 N Piatt	205.00	1
C-12600	1716 E 23 rd	205.00	1
B-08000	1523 S Pattie	596.59	1
C-03530	1446 N Estelle St	897.45	1
C-00995	1315 N Kansas - V/L	868.59	1
C-24847	5944 E Kinkaid St	546.00	3
D-06122-052E	917 W 27th St S	526.24	4
C-01075	2021 E 12th St N - V/L	418.85	1

_____ Published in The Wichita Eagle on **February 5, 2010**

ORDINANCE NO. _____.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE
COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and
parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of
cutting weeds in the City of Wichita, Kansas in the year 2010:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
S 14 FT LOT 15 & LOTS 17-19 MARKET ST. HOOVER'S ADD.	120.24
LOTS 164-166 WATER ST. LEE'S ADD.	120.24
LOTS 122-124 MAIN ST. ENGLISH'S 7TH. ADD.	120.24
LOTS 125-127 WICHITA ST ENGLISH'S 8TH ADD	120.24
LOTS 49-51 WICHITA ST. ENGLISH'S 9TH. ADD.	120.24
LOTS 61-63 WATER ST. ENGLISH'S 9TH. ADD.	120.24
LOTS 13-15 EXC BLVD	120.24

SILVER ST. FAIRGROUNDS ADD.	
LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADD.	120.24
LOT 12 BOSTON COURT ADD.	120.24
LOT 13 BOSTON COURT ADD.	120.24
W 150 FT LOT 2 BLOCK A BROOKING'S ADD.	120.24
LOT 14 BLOCK D BROOKING'S ADD.	120.24
LOTS 1-3 & 1/2 VAC ALLEY ON W BLOCK 2 COLES, EC & LR ADD TO CAREY PARK	120.24
LOT 1 WARENFELT ADD.	120.24
ODD LOTS 1 TO 11 INC. EXC ST & EXC PT LY S & E SLSF SPUR TRACT R-O-W WASHINGTON AVE. THROCKMORTON'S ADD.	120.24
LOTS 33-35 OHIO AVE MOORE'S ADD.	120.24
LOTS 17-19 EXC N 10 FT LOT 19 WABASH ELLIOTT & HAMMOND'S ADD.	120.24

N 10 FT LOT 19-ALL LOTS 21-23 WABASH AVE. ELLIOTT & HAMMOND'S ADD.	120.24
LOTS 47-49-51 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	120.24
LOTS 57-59 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	120.24
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	120.24
LOT 41 & N 8 1/3 FT LOT 43 INDIANA AVE. BURLEIGH'S 3RD. ADD.	120.24
LOTS 29-31 OHIO AVE. BURLEIGH'S 3RD. ADD.	120.24
LOTS 65-67 OHIO AVE. BURLEIGH'S 3RD. ADD.	120.24
LOTS 61-63 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.24
LOTS 65-67 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.24
LOTS 7-9 PRIEST'S ADD.	120.24
S 50 FT RES A EXC E 30 FT	120.24

READ & OONK'S ADD.	
LOTS 41-43-45-47 WABASH ADD.	120.24
LOT 64 & N 24 FT LOT 66 BLOCK 12 ORME & PHILLIPS ADD	120.24
LOTS 7-8 BLOCK 8 PERRY'S ADD.	128.29
S 64 FT W1/2 LOT 31 ZIMMERLY'S ADD.	120.24
LOTS 69-71 4TH NOW ST FRANCIS AVE ZIMMERLY'S 3RD. ADD.	120.24
LOTS 18-20 BLOCK 9 ALLEN & SMITH'S ADD.	120.24
S 50 FT OF LOT 2 BLOCK 8 KINKAID'S 2ND. ADD.	120.24
LOTS 34-36 EXC W 7.74 FT FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	120.24
LOTS 38-40 EXC 7.7 FT M-L FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	120.24
LOTS 42-44 EXC PT TO STATE FOR HY WASHINGTON AVE. LINCOLN ST. ADD.	120.24

LOTS 53-55 ELLIS AVE. MC CORMICK'S ADD.	120.24
LOTS 14-16 CLEVELAND AVE. CORWIN'S ADD.	120.24
BEG SE COR HARVEY'S WALNUT GROVE ADD W 1050.3 FT SW TO PT 200 FT E OF GEM CITY ADD & 950 FT N OF 17TH ST W TO CENTER OF CREEK SE & SW ALG SAME TO NW COR KARR'S ADD E 1131 FT N TO BEG EXC S 125 FT N 275 FT E 175 FT THEREOF & EXC 2.15 ACRES DED TO CITY FOR HWY & EXC PT DED FOR ST SEC 9-27-1E	808.90
BEG 30 RDS E NW COR SW 1/4 NE 1/4 E 135 FT S 75 FT W 135 FT N TO BEG SEC 16-27-1E	120.24
LOTS 16-18 WASHINGTON AVE. WABASH AVE. SUB.	120.24
LOTS 41-43 WABASH AVE WABASH AVE SUB.	120.24
LOT 13 FOX-HUEY ADD.	120.24
W 61 FT LOT 2 BLOCK 1 RAINBOW FIRST ADD.	120.24
LOTS 22-24-26-28 & N 20 FT LOT 30 HYDRAULIC AVE. MC CAMPBELL'S ADD.	120.24
LOTS 69-71	120.24

BUTLER & FISHER'S SUB.	
LOTS 65-67-69 STITES NOW GROVE ST. STITES BROS. 4TH. ADD.	120.24
LOTS 26-28 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	120.24

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2010:

LOTS 14-16-18 ROGERS NOW MINNESOTA AVE. ROGER'S SUB OF TARLTON'S ADD.	120.24
LOTS 1-3 TENTH ST. ADD.	120.24
LOTS 18-20 NORRIS SUB.	120.24
LOT 30-32 PILOT GROVE ADD.	120.24
LOTS 72-74-76 ASH ST. ELEVENTH ST. ADD.	120.24
E 50 FT LOTS 53-54-55-56 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 106-107 ROSENTHAL'S 2ND. ADD.	120.24

LOTS 138-139-140-141 ROSENTHAL'S 2ND. ADD.	120.24
LOT 203 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 224-225 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	120.24
LOTS 104-106 PIATT AVE. LOGAN ADD.	120.24
LOTS 142-144 PIATT AVE. LOGAN ADD.	120.24
LOTS 161-163 CAMPBELL NOW MADISON AVE LOGAN ADD.	120.24
LOTS 87-89 GROVE ST. LOGAN ADD.	120.24
LOTS 91-93 GROVE ST. LOGAN ADD.	120.24
LOT 8 & N 12 1/2 FT LOT 10 BLOCK 3 KANSAS ADD.	120.24

E 80 FT LOTS 89-91-93 BLOCK 5 KANSAS ADD.	120.24
LOTS 72-74 BLOCK 6 KANSAS ADD.	120.24
LOTS 76-78 BLOCK 6 KANSAS ADD.	120.24
LOTS 84-86 BLOCK 6 KANSAS ADD.	120.24
LOTS 64-66 BLOCK 7 KANSAS ADD.	120.24
LOTS 98-100 BLOCK 11 PENNSYLVANIA ADD.	120.24
LOTS 41-43 MINNESOTA AVE. PARKVIEW ADD.	120.24
N 20 FT LOT 9-ALL LOT 11 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	120.24
E 13 FT LOT 25-ALL LOT 27 & W 12 FT LOT 29 ALICE'S SUB.	120.24
LOTS 15-17-19 MONA NOW POPLAR ST FAIRMOUNT PARK ADD.	120.24
LOTS 102-104 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.24

LOTS 50-52 GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 66-68 GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 92-94-96 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 62-64 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 78-80 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.24
S1/2 LOT 106-ALL LOT 108 CHAUTAUQUA AVE FAIRMOUNT PARK ADD.	120.24
LOTS 26-28 LORRAINE AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 43-45 BLOCK 1 ESTERBROOK PARK ADD.	120.24
LOT 12 & S 10 FT LOT 14 BLOCK 3 ESTERBROOK PARK ADD.	120.24
N 15 FT LOT 14-ALL LOT 16 BLOCK 3 ESTERBROOK PARK ADD.	120.24

LOTS 21-23 BLOCK 5 ESTERBROOK PARK ADD.	120.24
LOTS 49-51 LORRAINE AVE. WOODRIDGE PLACE ADD.	120.24
S1/2 LOT 26 POPLAR ST. GETTO'S 3RD. ADD.	120.24
LOTS 5-7 GOETHE NOW ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	120.24
LOTS 21-23 JOHNSON NOW KANSAS AVE. BLACK'S ADD.	120.24
LOT 2 & N 7 FT LOT 4 CHAUTAUQUA AVE SCHUMACHER'S SUB.	120.24
LOTS 59-60 FAIRFAX ADD.	120.24
LOTS 86-87 FAIRFAX ADD.	120.24
BEG 131.6 FT N & 196 FT W SE COR NW 1/4 SW 1/4 N 131.6 FT W 135 FT S 131.6 FT E 135 FT TO BEG EXC S 50.6 FT THEREOF SEC 26-27-1E	120.24
LOT 10 BLOCK 4 BEVERLY MANOR ADD.	120.24
LOT 33 BLOCK 13	120.24

SHADYBROOK ADD.	
LOTS 7-8 BLOCK 15 COUNTRY CLUB HEIGHTS ADD.	120.24

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2010:

LOTS 19-20 BLOCK 8 UNIVERSITY HEIGHTS ADD.	120.24
LOT 10 BLOCK 3 UNIVERSITY HEIGHTS 2ND ADD.	120.24
LOT 8 BLOCK F UNIVERSITY PARK 2ND. ADD.	120.24
LOT 8 BLOCK 4 J. WALTER ROSS ADD.	120.24
LOT 2 BLOCK 5 J. WALTER ROSS ADD.	120.24
LOT 2 EXC BEG NW COR E 5 FT S TO SW COR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	120.24
W 50 FT LOT 2 BLOCK 8 PAWNEE RANCH ADD.	120.24
LOT 20 BLOCK 4 RIDGECREST ADD.	120.24

LOT 80 EXC E 30 FT FOR ST. HILLSIDE GARDENS ADD.	120.24
LOT 17 & N 20 FT LOT 18 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 16 BLOCK 2 ROBERT L. MYERS ADD.	120.24
LOT 1 REPLAT OF RESERVE A KAUFMAN'S SUB.	120.24
LOT 1 EXC N 155 FT & W 10 FT LOT 2 EXC N 155 FT CHERRY HILLS ADD.	120.24
LOT 62 BLOCK E PLANEVIEW SUB. NO. 1	120.24
LOT 3 BLOCK E HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	120.24
LOT 3 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	120.24
LOT 1 EXC BEG SW COR NWLY 49.74 FT NELY TO ELY LI SELY 52.05 FT TO SE COR SW TO BEG & LOT 2 BLOCK D WASHINGTON HEIGHTS ADD.	120.24
LOT 14 EAST KELLOGG ACRES ADD.	128.29
LOT 9 BLOCK 1	120.24

COTTONWOOD VILLAGE THIRD ADD.	
W 51 FT E 126 FT S 140 FT LOT 3 BLOCK 5 LAWRENCE ADD.	120.24
LOT 15 & W 15 FT LOT 16 UNIVERSITY AVE WINNE'S ADD.	120.24
E 20 FT LOT 18 & W 20 FT LOT 19 UNIVERSITY AVE WINNE'S ADD.	120.24
LOTS 22-24-26 PALMERSTON NOW GORDON SMITHSON'S SUB.	120.24
S 2 1/2 FT OF LOT 28 - ALL LOTS 30-32-34 EXC S 17 1/2 FT LOT 34 BLOCK 15 J O DAVIDSON'S 2ND. ADD.	120.24
LOTS 35-37 MILLWOOD AVE BLOCK F PRINCESS ADD	120.24
LOTS 19-21-23 EXC ST VINE ST BLOCK G PRINCESS ADD	120.24
LOT 11 BLOCK 2 EUREKA GARDENS ADD.	120.24
LOTS 2-4-6 BLOCK 8 QUINCY ADD.	120.24
E 1/2 ACRE LOT 28 EXC E 30 FT FOR ST. KNIGHT ACRES	120.24

LOT 17 BLOCK 11 FRUITVALE PARK ADD.	120.24
LOT 6 BLOCK 13 DOWNTAIN'S 1ST. ADD.	120.24
LOT 8 BLOCK A SUNNYSIDE GARDENS 4TH. ADD.	120.24
LOT 10 BLOCK 8 PURCELL'S 10TH. ADD.	120.24
LOT 10 BLOCK 15 PURCELL'S 11TH. ADD.	120.24
LOT 3 BLOCK 9 WESTLINK VILLAGE 8TH ADD.	120.24
LOT 1 BLOCK 1 WESTPORT INDUSTRIAL PARK 2ND. ADD.	128.29
S 310 FT LOT 1 BLOCK 2 WESTPORT INDUSTRIAL PARK 2ND. ADD.	169.43
LOT 2 CIRCUIT CITY ADD.	169.43
LOT 20 BLOCK C SIMMONS PARK ADD.	120.24
LOT 19	120.24

BLOCK 4 BELLE TERRE SOUTH ADD.	
LOT 21 BLOCK 4 BELLE TERRE SOUTH ADD.	120.24
LOT 27 BLOCK 4 BELLE TERRE SOUTH ADD.	120.24
LOT 28 BLOCK 4 BELLE TERRE SOUTH ADD.	120.24
LOT 29 BLOCK 4 BELLE TERRE SOUTH ADD.	120.24
LOT 30 BLOCK 4 BELLE TERRE SOUTH ADD.	120.24
LOT 2 BLOCK 5 BELLE TERRE SOUTH ADD.	120.24
LOT 3 BLOCK 5 BELLE TERRE SOUTH ADD.	120.24
LOT 5 BLOCK 5 BELLE TERRE SOUTH ADD.	120.24
LOT 15 BLOCK 5 BELLE TERRE SOUTH ADD.	120.24
LOT 16 BLOCK 5 BELLE TERRE SOUTH ADD.	120.24

LOT 21 BLOCK 5 BELLE TERRE SOUTH ADD.	120.24
LOT 24 BLOCK 5 BELLE TERRE SOUTH ADD.	120.24
LOT 56 BLOCK 6 BELLE TERRE SOUTH ADD.	120.24
LOT 14 BLOCK 6 ANGEL ACRES ADD.	120.24
BEG NE COR E 10A W 30A N1/2 N1/2 NE1/4 S 171 FT W 163 FT N 23 FT W 95 FT N 148 FT E 258 FT TO BEG SEC 30-28-1E	128.29
S 66 FT LOT 25 EXC W 250 FT & N 66 FT LOT 32 EXC BEG SE COR W 33.5 FT N 66 FT E 4.7 FT SELY TO PT 15.1 FT N OF BEG S TO BEG FOR HWY & EXC W 250 FT VANDALE ADD.	128.29
W 250 FT S 66 FT LOT 25 & W 250 FT N 66 FT LOT 32 VANDALE ADD	120.24
LOTS 1 THRU 10 & THAT PART VAC MARKET ST BEG NW COR LOT 1 TH W 53.9 FT S 434.17 FT E 32.06 FT S 541.16 FT TO N LI PATTERSON AVE TH E 77.94 FT NWLY ALG CUR 78.25 FT N 940.91 FT TO BEG BROMILOW'S SOUTH BROADWAY ADDITION	415.38
LOT 16 BLOCK 4 SAWMILL CREEK ADD.	120.24
LOT 17 BLOCK 4 SAWMILL CREEK ADD.	120.24

LOTS 7-8-15-16 BLOCK 22 DIAMOND'S ADD.	128.29
LOT 1 BLOCK 2 SAND PLUM ADD	120.24
LOT 2 BLOCK 1 PINES AT SAWMILL CREEK ADD	374.24
LOT 7 BLOCK 1 PINES AT SAWMILL CREEK ADD	128.29

SECTION 4. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this 2nd day of **February, 2010**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

Published in The Wichita Eagle on **February 5, 2010**

ORDINANCE NO. _____.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	378.00
LOTS 1197-1199 EXC E 54.65 FT WICHITA ST. LEWELLEN'S 2ND. ADD.	673.50
LOTS 1-3 EXC E 15 FT SHERWOOD ST SHERWOOD'S 2ND. ADD.	398.40
LOTS 1121-1123 LARIMER AVE. GREIFFENSTEIN'S 11TH. ADD.	757.10
S 50 FT E 100 FT LOT 3 BLOCK E FERRELL'S 4TH. ADD.	544.00
LOTS 173-175 MARKET ST. LEE'S ADD.	1,168.15

LOT 3 WATER ST. BENNETT'S ADD.	555.85
N 32 2/3 FT LOT 49 WATER ST. FEGTLY'S ADD.	1,473.55
LOT 91 & N 15 FT LOT 93 WATER ST. FEGTLY'S ADD.	205.00
LOTS 74-76 WATER ST. ENGLISH'S 9TH. ADD.	667.99
LOTS 33-35 OHIO AVE MOORE'S ADD.	262.00
LOTS 33-35 OHIO AVE MOORE'S ADD.	205.00
LOT 36 MATHEWSON AVE. GRANVILLE PARK ADD.	558.00
LOTS 38-40 MATHEWSON AVE. GRANVILLE PARK ADD.	882.55
LOTS 65-67 OHIO AVE. BURLEIGH'S 3RD. ADD.	600.00
LOTS 145-147-149 RANSON & KAY'S 2ND. ADD.	1,422.40

LOTS 83-85 HYDRAULIC AVE LINCOLN ST. ADD.	820.05
LOTS 73-75 PATTIE AVE. MC CORMICK'S ADD.	596.59
LOT 57 WOMER & GREER'S 3RD. ADD.	205.00
S 60 FT LOT 6 BLOCK 5 RAINBOW FIRST ADD.	205.00
LOT 15 BUTLER & FISHER'S 2ND. ADD.	490.20
LOT 33 SPRUCE AVE. PARK PLACE ADD.	205.00
LOT 22 EXC N 1/2 FT SPRUCE AVE. PARK PLACE ADD.	621.25
LOT 19 LOCUST NOW MADISON AVE. PARK PLACE ADD.	337.64
LOTS 25-27 ASH ST. STITES BROS. 2ND. ADD.	858.39
LOTS 30-32 ASH ST. STITES BROS. 2ND. ADD.	375.00
LOTS 65-67-69 STITES NOW GROVE ST. STITES BROS. 4TH. ADD.	740.75

LOTS 28-30 MC INTYRE & STEELE'S SUB.	205.00
ODD LOTS 5 TO 23 INC. HYDRAULIC AVE. BEALL & BERRY'S SUB.	205.00
LOTS 17-18-19 ROSENTHAL'S 2ND. ADD.	868.59
LOTS 228-229 ROSENTHAL'S 2ND. ADD.	418.85
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	577.30
LOTS 64-66 BLOCK 7 KANSAS ADD.	721.55
LOTS 80-82 BLOCK 7 OHIO ADD.	205.00
LOTS 79-81 STRONG NOW ASH ST. STOUT'S ADD.	706.75
LOTS 117-119 BLOCK 11 PENNSYLVANIA ADD.	205.00
LOTS 117-119 BLOCK 11 PENNSYLVANIA ADD.	205.00

LOTS 48-50 SECOND ST. MAPLE GROVE ADD.	205.00
LOTS 78-80 ERIE AVE. CENTRAL AVE. ADD.	815.40
LOTS 30-32 MABEL NOW ESTELLE AVE. MOSSMAN'S 2ND. ADD.	343.25
LOTS 61-63 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	440.00
E 15 FT LOT 41-ALL LOT 43 & W 7 FT LOT 45 ALICE'S SUB.	205.00
LOTS 106-108 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	634.50
E 45 FT W 95 FT LOTS 2-4-6-8 GREEN ST. FAIRMOUNT PARK ADD.	205.00
E 45 FT W 95 FT LOTS 2-4-6-8 GREEN ST. FAIRMOUNT PARK ADD.	205.00
LOTS 66-68 GREEN ST. FAIRMOUNT PARK ADD.	515.80
LOTS 57-59 ESTELLE AVE. FAIRMOUNT PARK ADD.	577.00
LOTS 73-75 ESTELLE AVE. FAIRMOUNT PARK ADD.	606.50

LOTS 14-16 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	205.00
LOTS 9-11 MT. VERNON NOW ERIE AVE. FAIRMOUNT PARK ADD.	539.35
LOTS 14-16 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	598.00
LOTS 90-92 MT OLIVE NOW CHAUTAUQUA AVE FAIRMOUNT PARK ADD	600.80
LOTS 26-28 LORRAINE AVE. FAIRMOUNT PARK ADD.	471.55
LOTS 25-27 BLOCK 1 ESTERBROOK PARK ADD.	458.80
LOTS 33-35 BLOCK 2 ESTERBROOK PARK ADD.	1,478.74
LOTS 7-8 BLOCK 3 ESTERBROOK PARK ADD.	2,122.60
LOT 21 & S 1/2 LOT 23 BLOCK 4 ESTERBROOK PARK ADD.	664.50
LOTS 22-24 LORRAINE AVE. GIRARD ADD.	205.00

LOTS 22-24 LORRAINE AVE. GIRARD ADD.	205.00
LOTS 10-12 ESTELLE AVE. ROSE HILL ADD.	897.45
LOTS 22-24-26 2ND. FAIRMOUNT ORCHARDS ADD.	205.00
LOTS 69-71 BLOCK 5 COLLEGE TERRACE ADD.	205.00
LOTS 273-274 FAIRFAX ADD.	662.10
W 89 FT LOTS 82-84 ESTELLE AVE. DIXON'S ADD.	472.95
LOT 6 PERRY'S 2ND. ADD.	572.00
LOTS 93-94 OVERLOOK ADD.	347.00
LOTS 16-18-20 ESTELLE AVE REPLAT OF PART OF GETTOS 2ND ADD.	804.50
LOTS 9-11 BISHOP ADD.	205.00
LOTS 40-42-44-46 WALTER MORRIS & SON'S 4TH. ADD.	793.95

LOT 19 PURCELL'S ADD.	941.50
LOT 3 BLOCK A MILLAIR ADD.	205.00
LOT 3 BLOCK 12 SHADY BROOK ADD.	632.10
LOT 9 BLOCK 3 EAST HIGHLAND NORTH ADD.	1,055.50
LOT 7 BLOCK 1 PURCELL'S 2ND. ADD.	287.60
LOT 25 FAIRMOUNT PARK 2ND. ADD.	502.60
LOT 25 FAIRMOUNT PARK 2ND. ADD.	480.00
LOT 44 FAIRMOUNT PARK 2ND. ADD.	205.00
LOT 23 BLOCK P UNIVERSITY PARK ADD.	205.00
LOT 5 BLOCK W UNIVERSITY PARK ADD.	484.60

LOT 5 BLOCK 4 BUILDERS FIRST ADD.	617.00
LOT 12 BLOCK 4 J WALTER ROSS ADD.	701.15
LOT 3 BLOCK 2 KEN-MAR ADD.	375.25
E1/2 LOT 72 EXC E 30 FT FOR ST HILLSIDE GARDENS ADD	205.00
LOT 30 BLOCK E RESERVE ADD.	546.00
LOT 13 GARDNER'S MURDOCK AVE. ADD.	205.00
LOT 10 GENTRY 3RD. ADD.	650.65
LOT 26 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	822.50
LOTS 9-11 BLOCK 6 COLLEGE CREST ADD.	205.00
LOT 3 & 1/30 UND. INT. IN PARK & LAKE FACILITY BLOCK E WILLOW LAKE ESTATES ADD.	205.00
LOTS 333-335 PHILLIPS NOW RICHMOND AVE MARTINSON'S 5TH. ADD.	832.65

LOTS 278-280 RICHMOND'S 2ND. ADD.	205.00
LOTS 53-55 LINCOLN NOW IRVING ST. GARFIELD 2ND. ADD.	1,115.65
LOTS 29-31 BLOCK 6 REPLAT PART JOHN MC CORMICK'S ADD.	463.20
BEG AT PT 675.4 FT E NW COR SW1/4 E 208.71 FT S 208.71 FT W 208.71 FT N 208.71 FT TO BEG EXC W 85 FT SEC 5-28-1E	526.24
E 72.595 FT W 97.595 FT S 307.75 FT LOT 25 KNIGHT ACRES ADD.	225.00
E 72.595 FT W 97.595 FT S 307.75 FT LOT 25 KNIGHT ACRES ADD.	205.00
E 72.595 FT W 97.595 FT S 307.75 FT LOT 25 KNIGHT ACRES ADD.	205.00
E 72.595 FT W 97.595 FT S 307.75 FT LOT 25 KNIGHT ACRES ADD.	205.00
W 84.35 FT LOTS 7-8 BLOCK A KELL HAWKINS 2ND. ADD.	205.00
LOT 1 EXC E 1/2 BLOCK 5 WESTBREEZE ADD.	205.00

LOT 17 BLOCK 8 DOWNTAIN'S 1ST ADD.	631.25
LOT 7 MAY ST. REPLAT OF LOT 19 BLOCK 1 PAWNEE PARK	812.80
PLATTED AS PART OF RIDGE 400 ADD STARTING KEY NO D-64361	205.00
LOT 6 BLOCK 1 POWER C.D.C. 2ND ADD.	205.00
E 91 FT LOT 1 EXC S 24.5 FT FOR ST BLOCK 1 SAND PLUM ADDITION	1,637.26
LOT 1 BLOCK A WEST 162ND ADD	585.99

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **2nd day of January, 2010.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous and Unsafe Structures (Districts I, III, IV and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on February 5, 2010. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the August 2009 bonds sold. The principal and interest will then be spread for one year and placed on the 2010 tax roll.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area and Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessments

<u>Tax Key#</u>	<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
D-11606	500 N Hoover	emergency board-up	\$182.55	IV
C-19325	1005 N Harding	emergency board-up	\$202.21	I
C-08472	522 N Crestway	emergency board-up	\$324.34	I
C-00147	429 N Piatt	emergency board-up	\$142.05	I
C-01374-4	1407 N Piatt	emergency board-up	\$655.87	I
C-16532	2139 E Shadybrook	emergency board-up	\$794.76	I
A-08805	517 W Boston Heights	emergency board-up	\$609.77	I
B-04812	934 S Emporia	emergency board-up	\$592.23	I
B-07632	1004 E Bayley	emergency board-up	\$725.92	I
D-02936	1330 S Bonn	emergency board-up	\$624.01	IV
C-03613	1651 N Estelle	emergency board-up	\$542.61	I
A-06041	1012 S Market	emergency board-up	\$718.23	I
A-02436	1926 N Jackson	emergency board-up	\$860.60	VI
C-01506-1	2007 N Kansas	emergency board-up	\$155.83	I
A-03352-3	2701 N Jackson	emergency board-up	\$256.37	VI
C-30258	1358 S Bluffview	emergency board-up	\$788.75	III
C-30248	1362 Sh Bluffview	emergency board-up	\$202.98	III

<u>Tax Key#</u>	<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
C-12348	647 S Sylvan	demolition (condemnation)	\$4,471.00	I
C-01416	1817 N Spruce	demolition (condemnation)	\$5,393.00	I
A-06390	1437 S Wichita - rear	demolition (condemnation)	\$7,348.00	III
C-01416	1817 N Spruce	gas services removal	\$367.50	I
A-06390	1437 S Wichita	gas services removal	\$367.50	III
C-03193-1	1608 N Volutsia	demolition (condemnation)	\$4,402.00	I
C-11170-1A	1040 S Vassar	demolition (condemnation)	\$6,697.00	III

____ Published in the Wichita Eagle on February 5, 2010

ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 22-24 BLOCK 3 CAREY PARK ADD.	860.60
LOTS 45-47 JACKSON AVE. MC TAGGART'S ADD.	256.37
S 5 FT LOT 120-ALL LOT 122 MARKET ST. LEE'S ADD.	718.23
LOT 13 BOSTON COURT ADD.	609.77
S 17 FT LOT 100 & N 16 2/3 FT LOT 102 BLOCK 13 ORME & PHILLIPS ADD.	592.23

LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	725.92
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.	142.05
LOTS 87-89 BLOCK 8 OHIO ADD.	655.87
LOTS 89-91 KANSAS AVE. PARKVIEW ADD.	155.83
LOTS 41-43 GOETHE NOW ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	542.61
LOTS 297-298 OVERLOOK ADD.	324.34
LOT 3 BLOCK 3 BUILDERS 2ND. ADD.	794.76
N 58 FT LOTS 1-2 BLOCK C LEVITT'S ADD.	202.21
LOT 25 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND.	202.98
LOT 35 BLOCK G HILLTOP MANOR SUB A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	788.75

LOTS 63-65-67 BLOCK G SHEARMAN'S ADD.	624.01
W 85.525 FT LOT 11 BLOCK 17 FRUITVALE PARK	182.55

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2010** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **2nd day of February, 2010.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

____ Published in the Wichita Eagle on **February 5, 2010**

ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR
THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND
UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE
(**BUILDING CONDEMNATION-DEMOLITION**) UNDER THE
PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE
CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 30-32-34 WICHITA ST. FITZGERALD'S 2ND. ADD.	7,348.00
LOTS 30-32-34 WICHITA ST. FITZGERALD'S 2ND. ADD.	367.50
LOTS 80-82 RIDDELL NOW SPRUCE ST. STOUT'S ADD.	5,393.00
LOTS 80-82 RIDDELL NOW SPRUCE ST. STOUT'S ADD.	367.50
LOTS 6-8 VOLUTSIA AVE. WOODRIDGE PLACE ADD.	4,402.00

BEG 131.6 FT N & 196 FT W SE COR NW 1/4 SW 1/4 N 131.6 FT W 135 FT S 131.6 FT E 135 FT TO BEG EXC S 50.6 FT THEREOF SEC 26-27-1E	6,697.00
LOT 10 BLOCK 4 BEVERLY MANOR ADD.	4,471.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2010** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **2nd day of February, 2010**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
January 26, 2010**

TO: Mayor and City Council Members

SUBJECT: Van Lease Agreements with Paratransit Contracting Agencies

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendations: Approve the van lease agreements with Kansas Elks Training Center for the Handicapped (KETCH) (two minivans), Starkey, Inc. (four cutaway vans), and Cerebral Palsy Research Foundation of Kansas (CPRFK) (one cutaway van).

Background: These agencies are currently operating under an agreement with Wichita Transit to provide paratransit rides to their clientele in compliance with Americans with Disabilities Act (ADA) public transit regulations. Wichita Transit has agreed to lease these vehicles to support the provision of ADA-mandated transportation services. These vans will be leased for one year with an option to renew each lease for four successive additional one-year terms.

Analysis: The vans will be leased to each agency as outlined in each lease agreement. The van will be used by the agency to meet the transportation needs of individuals who are approved for paratransit service using the Wichita Transit ADA paratransit eligibility approval process. In the past, these leases have proven to be an efficient method of meeting ADA transport needs within the community.

Financial Considerations: The vans were purchased with American Recovery and Reinvestment Act funds (100% federal funding). If any agency cancels their lease or violates its provisions, the vans will be returned to the City. All operating costs incurred will be paid by the agencies. A fee of \$20 per year per vehicle will be assessed to cover annual registration costs.

Goal Impact: To ensure an efficient infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The City's Law Department has reviewed and approved the van lease as to form.

Recommendations/Actions: It is recommended that the City Council approve the van leases and authorize the necessary signatures.

Attachment: Van lease agreements for KETCH; Starkey, Inc.; and CPRFK.

LEASE AGREEMENT FOR WICHITA TRANSIT PARATRANSIT VEHICLE(S)

This lease is made and entered into this 26th day of January 2010, between the City of Wichita/Wichita Transit, with offices at 777 E. Waterman, Wichita, Kansas 67202, hereinafter referred to as LESSOR, and Cerebral Palsy Research Foundation of Kansas Inc. with offices at 5111 E. 21st Street, Wichita, Kansas 67208 hereinafter referred to as LESSEE.

1. Lessor hereby leases to the Lessee, upon the terms and conditions of this Lease and of the Master Agreement FTA-MA-4 dated October, 1997 as hereafter amended and the Federal Transit Administration (FTA) capital grant project No. KS-96-X004-00 the following described vehicle (s):

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VEHICLE ID</u>
2010	Ford/El Dorado National	Areotech 240	

The term of this lease shall be a period of one (1) year, commencing February 2010 and ending January 2011, with the option to renew for up to four (4) additional, successive one (1) year terms. At the end of such term or renewal or upon termination of this lease agreement as provided by Item 12 of Appendix A, General Provisions, attached hereto and which is incorporated herein by this reference, the Lessee shall promptly return said vehicle(s) to the Lessor in the condition in which it (they) was (were) received, ordinary wear and tear excepted.

As part consideration for the lease of the above described vehicle(s), the Lessee agrees to pay the Lessor 1) a rental fee of \$20.00 per year per vehicle, payable herewith and on each anniversary of the commencement date hereof for as long as the lease term is renewed.

Lessee shall use the vehicle(s) to meet the transportation needs for individuals who are approved for Paratransit service by completing the Wichita Transit ADA Paratransit Eligibility approval process.

Lessee shall not utilize the vehicle(s) for the purpose of providing charter services for the general public or any other organization, and shall utilize the vehicle(s) so that they do not compete with public or private transit carriers.

2. At the termination of the term of this lease or any successive renewal, the Lessee may, within thirty (30) days thereof, purchase any or all of the vehicles leased hereunder. The purchase price shall be the then-current fair market value of said vehicles. Payment of the purchase price shall be due at the time Lessee exercises this option. Upon receipt of written notice of Lessee's exercise of this option and payment, Lessor shall deliver proof of ownership documents for the purchased vehicles to Lessee.
3. This Lease shall not be assignable, nor may the vehicle(s) described herein be subleased without the express written permission of the Lessor. If the Lessor gives its permission for such assignment or sublease, the terms of this Lease shall be incorporated into the assignment or sublease and binding on the parties thereto.

4. Lessee agrees to comply with the requirements of Appendix A, General Provisions attached to this Lease, as well as all standard assurances and one time submissions contained in FTA capital grant project KS-96-X004-00 incorporated by reference. The General Provisions require that the Lessee must comply with all rules and regulations applicable to the Lessee and the intended use of said vehicle (s), as listed in Volume 74, Page 53544-53578 and following of the Federal Register entitled "FY 2010 Annual List of Certifications and Assurances" dated October 19, 2009 and as amended annually including complying with FTA's Final Rule 49 CFR Parts 40 and 655 establishing drug free workplace policies, drug and alcohol testing and anti-drug programs.

IN WITNESS WHEREOF, the parties have duly executed this Lease on the day and year above first written.

ATTEST:

CITY COUNCIL WICHITA, KS

Karen Sublett – City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

CPRFK Inc.

Gary Rebenstorf
City of Wichita – Dept. of Law

Patrick Jonas
President & CEO

APPENDIX A

GENERAL PROVISIONS

1. Lessee agrees to comply with the requirements of the Federal Transit Administration (FTA) and all standard assurances and one time submissions contained in ARRA grant project No. KS-96-X004-00, which is incorporated by this reference as though fully set forth herein, which are binding on the Lessor, where such terms, rules and regulations are applicable to the Lessee and its intended use of said vehicle(s) and equipment.

Lessee also agrees to be bound to the Federal Government by the same assurances made by the Lessor to the Federal Transit Administration with regard to compliance with statutes, regulations, administrative requirements, executive orders, Title VI of the Civil Rights Act of 1968, Section 223 of the Americans with Disabilities Act of 1990, all applicable federal regulations covering drug free workplace and drug/alcohol testing, all equal employment opportunity and affirmative action program requirements, laws and procedures. Other said assurances are listed in the FY2009 Annual List of Certifications and Assurances, and as amended annually in the Federal Register and are incorporated herein by this reference.

2. Lessee hereby assumes and shall bear risk of loss and damage to the vehicles (s) from any and every cause whatsoever. In the event of loss or damage of any kind to the vehicle (s), or any part thereof, which loss or damage is not covered by insurance proceeds as set forth in Item 5 (b) hereof, the Lessee, at the option of the Lessor, shall:
 - A. Place the same in good repair, condition and working order; or
 - B. Replace the same with vehicle(s) in good repair, condition, and working order, which vehicle (s) shall thereupon become subject to this Lease; or
 - C. Pay Lessor in cash the Straight Line Per–Annum depreciated value of said vehicle(s) prior to the damage or loss, as mutually agreed by Lessor and Lessee. Upon such payment, this Lease shall terminate with respect to the said damaged vehicle(s) and Lessee thereupon shall become owner thereof.
3. Notwithstanding any other agreements, the Lessee agrees to indemnify and hold the Lessor harmless from all legal liability with respect to bodily injury, death and property damage arising from the negligence of the Lessee, its employees, officers, agents and assignees in its use, maintenance and operation of each vehicle leased hereunder.
4. Lessee shall:
 - A. At its own expense, maintain and provide liability, collision and comprehensive insurance coverage with the following limits, or with higher limits if required by state law during the term of this agreement:

- i. Liability:

Bodily Injury:	\$500,000	Each Accident
Property Damage:	\$500,000	Each Accident

OR

Bodily Injury & Property Damage Liability (Combined Single Limit)	\$500,000	Each Accident
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ii. Collision:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

iii. Comprehensive:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

- B. The loss payable endorsement shall provide that all amounts payable by reason of loss for damage to the vehicle(s) and equipment shall be payable to the Lessor only. The Lessor agrees to apply all insurance proceeds to the repair of the vehicle. In the event that the vehicle is not repairable, this Lease will be terminated with respect to the vehicle and the Lessor shall retain the insurance proceeds.

The certificate of insurance shall state that the City of Wichita, Kansas/Wichita Transit shall be an additional insured under the policy of insurance and will be given a 30 day notice prior to any material change or cancellation of any policy covered by the certificate of insurance. Such policy or certificate thereof shall be delivered to the Lessor prior to the delivery of the vehicle(s) to the Lessee. Copies of all renewal policies and certificates shall be sent to the Lessor.

5. Lessee shall, at its own expense, pay all operating expenses necessary for the proper use and operation of each vehicle covered by this agreement. Lessee shall also be responsible for all maintenance of the vehicle(s) and related equipment. Such maintenance shall be performed at factory-authorized maintenance facilities, or facilities approved by Lessor, and in accordance with manufacturer's recommended schedules and procedures. Lessee shall maintain maintenance records on each vehicle, which shall be subject to inspection by representatives of the Lessor during regular business hours. Representatives of the Lessor, FTA shall also have the right to inspect the vehicle(s) from time-to-time during the term hereof to confirm that the vehicle(s) is (are) being properly maintained.
6. Lessee shall, at its own expense, pay all storage charges, parking charges, and fines, and shall also pay any fee imposed on each vehicle by any duly constituted governmental authority as a result of the use of intended use of the vehicle(s) by the Lessee.
7. No alterations, additions or improvements shall be made to the vehicle(s) without the prior written consent of the Lessor. All additions and improvements of whatsoever kind or nature made to the vehicle(s) shall immediately become the property of the Lessor and subject to the terms of this Lease.
8. Lessee shall inspect the vehicle(s) within 24 hours after receipt thereof. Unless the Lessee, within said period of time, gives written notice to the Lessor specifying any defect in, or other proper objection to, the vehicle(s), the Lessee agrees that it shall be conclusively presumed, as between the Lessor and the Lessee, that the Lessee has fully inspected and acknowledged, that the vehicle(s) is (are) in good condition and repair, and that the Lessee is satisfied with and has accepted the vehicle(s) in such good condition and repair. Lessee acknowledges that it is not relying on any promise as to the fitness of the vehicle(s) leased,

and that none has been made by the Lessor. The Lessee hereby waives any claim against the Lessor for maintenance expenses or for other loss or damage to the Lessee as a result of the condition or performance of the vehicle(s) leased.

9. Lessee will not permit any person to operate the vehicle(s) unless such a person is a qualified, competent and careful licensed driver or chauffeur, and is otherwise permitted by law to operate the vehicle(s) described herein. An annual motor vehicle driver's record check, conducted by the Lessee, is required for each driver of the vehicle(s) and must be submitted to the Lessor within 30 days after completion.
10. Lessee shall mark said vehicle(s) with exterior decals, provided by the Lessor, for the purpose of identifying said vehicle(s) as being owned by the City of Wichita, Kansas/Wichita Transit. A decal/logo will be installed identifying the vehicle(s) was (were) funded using American Recovery and Reinvestment Act (ARRA) grant funds provided by the Lessor. The Lessee may, in addition to the Lessor decal, place its own exterior identification decal on the vehicle(s) for the purpose of identifying the lessee sponsored operation of said vehicle(s). Any other interior or exterior advertisements, paid or otherwise, are prohibited and may not be placed on said vehicle(s).
11. Lessee shall keep satisfactory records with regard to the use of the vehicle(s) to assure compliance with FTA regulations, and the terms and conditions of this Lease, and agrees to submit such records along with the maintenance records required by Item 5 of these General Provisions, on a monthly basis to the Lessor during the term hereof. In addition, Lessee shall permit authorized representatives of the City of Wichita/Wichita Transit, U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Lessee relating to its performance under the Lease.
12. This Lease is irrevocable for the full term hereof and shall not be terminated or cancelled by Lessor or Lessee except as follows:
 - A. Lessee will have the option to cancel this lease upon 30 days written notice should the Lessee become financially unable to provide funds for the operation of said vehicle(s).
 - B. Lessee shall be obligated to immediately return the vehicle(s) to the Lessor without notice, should the Lessee fail to provide transportation in compliance with FTA regulations, or should the Lessee fail to fully comply with the terms and conditions of this Lease.
 - C. Lessor and the Lessee may agree to terminate this Lease for their mutual convenience.
13. This Lease is, and is intended, to lease said vehicle(s) and Lessee does not hereby acquire any right, title, or interest whatsoever, legal or equitable, in said vehicle(s) or equipment except as provided in this agreement. Lessor shall not be deemed a joint venturer with the Lessee in the operation of said vehicle(s), and Lessor and Lessee agree that Lessor shall not have right of control of the use of the vehicle(s) leased except as set out herein.
14. This Lease shall be governed by and construed under the laws of the State of Kansas.

15. Lessor's failure to strictly enforce any provisions of this Lease shall not be construed as a waiver thereof or as excusing the Lessee from future performance.
16. Notices provided for hereunder shall be deemed given when sent by certified mail to the signatories of this Lease at the addresses of the Lessee and the Lessor, as contained in this Lease, or to such person and address as either party shall notify the other in writing.
17. This Lease constitutes the entire agreement between the parties hereto, and any changes or modifications of this Lease must be in writing and signed by the parties hereto.

LEASE AGREEMENT FOR WICHITA TRANSIT PARATRANSIT VEHICLE(S)

This lease is made and entered into this 26th day of January 2010, between the City of Wichita/Wichita Transit, with offices at 777 E. Waterman, Wichita, Kansas 67202, hereinafter referred to as LESSOR, and Kansas Elks Training Center for the Handicapped with offices at 1006 E. Waterman, Wichita, Kansas 67211 hereinafter referred to as LESSEE.

1. Lessor hereby leases to the Lessee, upon the terms and conditions of this Lease and of the Master Agreement FTA-MA-4 dated October, 1997 as hereafter amended and the Federal Transit Administration (FTA) capital grant project No. KS-96-X004-00 the following described vehicle (s):

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VEHICLE ID</u>
2009	Dodge-El Dorado	Amerivan	2D8HN44E99R703408
2009	Dodge-El Dorado	Amerivan	2D8HN44E09R703409

2. The term of this lease shall be a period of one (1) year, commencing February 2010 and ending January 2011, with the option to renew for up to four (4) additional, successive one (1) year terms. At the end of such term or renewal or upon termination of this lease agreement as provided by Item 12 of Appendix A, General Provisions, attached hereto and which is incorporated herein by this reference, the Lessee shall promptly return said vehicle(s) to the Lessor in the condition in which it (they) was (were) received, ordinary wear and tear excepted. As part consideration for the lease of the above described vehicle(s), the Lessee agrees to pay the Lessor 1) a rental fee of \$20.00 per year per vehicle, payable herewith and on each anniversary of the commencement date hereof for as long as the lease term is renewed.

Lessee shall use the vehicle(s) to meet the transportation needs for individuals who are approved for Paratransit service by completing the Wichita Transit ADA Paratransit Eligibility approval process.

Lessee shall not utilize the vehicle(s) for the purpose of providing charter services for the general public or any other organization, and shall utilize the vehicle(s) so that they do not compete with public or private transit carriers.

3. At the termination of the term of this lease or any successive renewal, the Lessee may, within thirty (30) days thereof, purchase any or all of the vehicles leased hereunder. The purchase price shall be the then-current fair market value of said vehicles. Payment of the purchase price shall be due at the time Lessee exercises this option. Upon receipt of written notice of Lessee's exercise of this option and payment, Lessor shall deliver proof of ownership documents for the purchased vehicles to Lessee.
4. This Lease shall not be assignable, nor may the vehicle(s) described herein be subleased without the express written permission of the Lessor. If the Lessor gives its permission for such assignment or sublease, the terms of this Lease shall be incorporated into the assignment or sublease and binding on the parties thereto.

5. Lessee agrees to comply with the requirements of Appendix A, General Provisions attached to this Lease, as well as all standard assurances and one time submissions contained in FTA capital grant project KS-96-X004-00 incorporated by reference. The General Provisions require that the Lessee must comply with all rules and regulations applicable to the Lessee and the intended use of said vehicle (s), as listed in Volume 74, Page 53544-53578 and following of the Federal Register entitled "FY 2010 Annual List of Certifications and Assurances" dated October 19, 2009 and as amended annually including complying with FTA's Final Rule 49 CFR Parts 40 and 655 establishing drug free workplace policies, drug and alcohol testing and anti-drug programs.

IN WITNESS WHEREOF, the parties have duly executed this Lease on the day and year above first written.

ATTEST:

CITY COUNCIL WICHITA, KS

Karen Sublett – City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

KANSAS ELKS TRAINING CENTER FOR
THE HANDICAPPED

Gary Rebenstorf
City of Wichita – Dept. of Law

Ronald Passmore
President & CEO

APPENDIX A
GENERAL PROVISIONS

1. Lessee agrees to comply with the requirements of the Federal Transit Administration (FTA) and all standard assurances and one time submissions contained in ARRA grant project No. KS-96-X004-00, which is incorporated by this reference as though fully set forth herein, which are binding on the Lessor, where such terms, rules and regulations are applicable to the Lessee and its intended use of said vehicle(s) and equipment.

Lessee also agrees to be bound to the Federal Government by the same assurances made by the Lessor to the Federal Transit Administration with regard to compliance with statutes, regulations, administrative requirements, executive orders, Title VI of the Civil Rights Act of 1968, Section 223 of the Americans with Disabilities Act of 1990, all applicable federal regulations covering drug free workplace and drug/alcohol testing, all equal employment opportunity and affirmative action program requirements, laws and procedures. Other said assurances are listed in the FY2009 Annual List of Certifications and Assurances, and as amended annually in the Federal Register and are incorporated herein by this reference.

2. Lessee hereby assumes and shall bear risk of loss and damage to the vehicles (s) from any and every cause whatsoever. In the event of loss or damage of any kind to the vehicle (s), or any part thereof, which loss or damage is not covered by insurance proceeds as set forth in Item 5 (b) hereof, the Lessee, at the option of the Lessor, shall:
 - A. Place the same in good repair, condition and working order; or
 - B. Replace the same with vehicle(s) in good repair, condition, and working order, which vehicle (s) shall thereupon become subject to this Lease; or
 - C. Pay Lessor in cash the Straight Line Per–Annum depreciated value of said vehicle(s) prior to the damage or loss, as mutually agreed by Lessor and Lessee. Upon such payment, this Lease shall terminate with respect to the said damaged vehicle(s) and Lessee thereupon shall become owner thereof.
3. Notwithstanding any other agreements, the Lessee agrees to indemnify and hold the Lessor harmless from all legal liability with respect to bodily injury, death and property damage arising from the negligence of the Lessee, its employees, officers, agents and assignees in its use, maintenance and operation of each vehicle leased hereunder.
4. Lessee shall:
 - A. At its own expense, maintain and provide liability, collision and comprehensive insurance coverage with the following limits, or with higher limits if required by state law during the term of this agreement:

i. Liability:

Bodily Injury:	\$500,000	Each Accident
Property Damage:	\$500,000	Each Accident
OR		
Bodily Injury & Property Damage Liability (Combined Single Limit)	\$500,000	Each Accident

ii. Collision:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

iii. Comprehensive:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

- B. The loss payable endorsement shall provide that all amounts payable by reason of loss for damage to the vehicle(s) and equipment shall be payable to the Lessor only. The Lessor agrees to apply all insurance proceeds to the repair of the vehicle. In the event that the vehicle is not repairable, this Lease will be terminated with respect to the vehicle and the Lessor shall retain the insurance proceeds.

The certificate of insurance shall state that the City of Wichita, Kansas/Wichita Transit shall be an additional insured under the policy of insurance and will be given a 30 day notice prior to any material change or cancellation of any policy covered by the certificate of insurance. Such policy or certificate thereof shall be delivered to the Lessor prior to the delivery of the vehicle(s) to the Lessee. Copies of all renewal policies and certificates shall be sent to the Lessor.

5. Lessee shall, at its own expense, pay all operating expenses necessary for the proper use and operation of each vehicle covered by this agreement. Lessee shall also be responsible for all maintenance of the vehicle(s) and related equipment. Such maintenance shall be performed at factory-authorized maintenance facilities, or facilities approved by Lessor, and in accordance with manufacturer's recommended schedules and procedures. Lessee shall maintain maintenance records on each vehicle, which shall be subject to inspection by representatives of the Lessor during regular business hours. Representatives of the Lessor, FTA shall also have the right to inspect the vehicle(s) from time-to-time during the term hereof to confirm that the vehicle(s) is (are) being properly maintained.
6. Lessee shall, at its own expense, pay all storage charges, parking charges, and fines, and shall also pay any fee imposed on each vehicle by any duly constituted governmental authority as a result of the use of intended use of the vehicle(s) by the Lessee.
7. No alterations, additions or improvements shall be made to the vehicle(s) without the prior written consent of the Lessor. All additions and improvements of whatsoever kind or nature made to the vehicle(s) shall immediately become the property of the Lessor and subject to the terms of this Lease.
8. Lessee shall inspect the vehicle(s) within 24 hours after receipt thereof. Unless the Lessee, within said period of time, gives written notice to the Lessor specifying any defect in, or other proper objection to, the vehicle(s), the Lessee agrees that it shall be conclusively presumed, as between the Lessor and the Lessee, that the Lessee has fully inspected and acknowledged, that the vehicle(s) is (are) in good condition and repair, and that the Lessee is satisfied with and has accepted the vehicle(s) in such good condition and repair. Lessee acknowledges that it is not relying on any promise as to the fitness of the vehicle(s) leased,

and that none has been made by the Lessor. The Lessee hereby waives any claim against the Lessor for maintenance expenses or for other loss or damage to the Lessee as a result of the condition or performance of the vehicle(s) leased.

9. Lessee will not permit any person to operate the vehicle(s) unless such a person is a qualified, competent and careful licensed driver or chauffeur, and is otherwise permitted by law to operate the vehicle(s) described herein. An annual motor vehicle driver's record check, conducted by the Lessee, is required for each driver of the vehicle(s) and must be submitted to the Lessor within 30 days after completion.
10. Lessee shall mark said vehicle(s) with exterior decals, provided by the Lessor, for the purpose of identifying said vehicle(s) as being owned by the City of Wichita, Kansas/Wichita Transit. A decal/logo will be installed identifying the vehicle(s) was (were) funded using American Recovery and Reinvestment Act (ARRA) grant funds provided by the Lessor. The Lessee may, in addition to the Lessor decal, place its own exterior identification decal on the vehicle(s) for the purpose of identifying the lessee sponsored operation of said vehicle(s). Any other interior or exterior advertisements, paid or otherwise, are prohibited and may not be placed on said vehicle(s).
11. Lessee shall keep satisfactory records with regard to the use of the vehicle(s) to assure compliance with FTA regulations, and the terms and conditions of this Lease, and agrees to submit such records along with the maintenance records required by Item 5 of these General Provisions, on a monthly basis to the Lessor during the term hereof. In addition, Lessee shall permit authorized representatives of the City of Wichita/Wichita Transit, U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Lessee relating to its performance under the Lease.
12. This Lease is irrevocable for the full term hereof and shall not be terminated or cancelled by Lessor or Lessee except as follows:
 - A. Lessee will have the option to cancel this lease upon 30 days written notice should the Lessee become financially unable to provide funds for the operation of said vehicle(s).
 - B. Lessee shall be obligated to immediately return the vehicle(s) to the Lessor without notice, should the Lessee fail to provide transportation in compliance with FTA regulations, or should the Lessee fail to fully comply with the terms and conditions of this Lease.
 - C. Lessor and the Lessee may agree to terminate this Lease for their mutual convenience.
13. This Lease is, and is intended, to lease said vehicle(s) and Lessee does not hereby acquire any right, title, or interest whatsoever, legal or equitable, in said vehicle(s) or equipment except as provided in this agreement. Lessor shall not be deemed a joint venturer with the Lessee in the operation of said vehicle(s), and Lessor and Lessee agree that Lessor shall not have right of control of the use of the vehicle(s) leased except as set out herein.
14. This Lease shall be governed by and construed under the laws of the State of Kansas.

15. Lessor's failure to strictly enforce any provisions of this Lease shall not be construed as a waiver thereof or as excusing the Lessee from future performance.
16. Notices provided for hereunder shall be deemed given when sent by certified mail to the signatories of this Lease at the addresses of the Lessee and the Lessor, as contained in this Lease, or to such person and address as either party shall notify the other in writing.
17. This Lease constitutes the entire agreement between the parties hereto, and any changes or modifications of this Lease must be in writing and signed by the parties hereto.

LEASE AGREEMENT FOR WICHITA TRANSIT PARATRANSIT VEHICLE(S)

This lease is made and entered into this 26th day of January 2010, between the City of Wichita/Wichita Transit, with offices at 777 E. Waterman, Wichita, Kansas 67202, hereinafter referred to as LESSOR, and Starkey Inc. with offices at 4500 W. Maple, Wichita, Kansas 67209 hereinafter referred to as LESSEE.

1. Lessor hereby leases to the Lessee, upon the terms and conditions of this Lease and of the Master Agreement FTA-MA-4 dated October, 1997 as hereafter amended and the Federal Transit Administration (FTA) capital grant project No. KS-96-X004-00 the following described vehicle (s):

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VEHICLE ID</u>
2010	Ford/El Dorado National	Areotech 220	
2010	Ford/El Dorado National	Areotech 220	
2010	Ford/El Dorado National	Areotech 220	
2010	Ford/El Dorado National	Areotech 220	

The term of this lease shall be a period of one (1) year, commencing February 2010 and ending January 2011, with the option to renew for up to four (4) additional, successive one (1) year terms. At the end of such term or renewal or upon termination of this lease agreement as provided by Item 12 of Appendix A, General Provisions, attached hereto and which is incorporated herein by this reference, the Lessee shall promptly return said vehicle(s) to the Lessor in the condition in which it (they) was (were) received, ordinary wear and tear excepted.

As part consideration for the lease of the above described vehicle(s), the Lessee agrees to pay the Lessor 1) a rental fee of \$20.00 per year per vehicle, payable herewith and on each anniversary of the commencement date hereof for as long as the lease term is renewed.

Lessee shall use the vehicle(s) to meet the transportation needs for individuals who are approved for Paratransit service by completing the Wichita Transit ADA Paratransit Eligibility approval process.

Lessee shall not utilize the vehicle(s) for the purpose of providing charter services for the general public or any other organization, and shall utilize the vehicle(s) so that they do not compete with public or private transit carriers.

2. At the termination of the term of this lease or any successive renewal, the Lessee may, within thirty (30) days thereof, purchase any or all of the vehicles leased hereunder. The purchase price shall be the then-current fair market value of said vehicles. Payment of the purchase price shall be due at the time Lessee exercises this option. Upon receipt of written notice of Lessee's exercise of this option and payment, Lessor shall deliver proof of ownership documents for the purchased vehicles to Lessee.
3. This Lease shall not be assignable, nor may the vehicle(s) described herein be subleased without the express written permission of the Lessor. If the Lessor gives its permission for such

assignment or sublease, the terms of this Lease shall be incorporated into the assignment or sublease and binding on the parties thereto.

4. Lessee agrees to comply with the requirements of Appendix A, General Provisions attached to this Lease, as well as all standard assurances and one time submissions contained in FTA capital grant project KS-96-X004-00 incorporated by reference. The General Provisions require that the Lessee must comply with all rules and regulations applicable to the Lessee and the intended use of said vehicle (s), as listed in Volume 74, Page 53544-53578 and following of the Federal Register entitled "FY 2010 Annual List of Certifications and Assurances" dated October 19, 2009 and as amended annually including complying with FTA's Final Rule 49 CFR Parts 40 and 655 establishing drug free workplace policies, drug and alcohol testing and anti-drug programs.

IN WITNESS WHEREOF, the parties have duly executed this Lease on the day and year above first written.

ATTEST:

CITY COUNCIL WICHITA, KS

Karen Sublett – City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

STARKEY INC.

Gary Rebenstorf
City of Wichita – Dept. of Law

Carolyn Risley-Hill
President & CEO

APPENDIX A
GENERAL PROVISIONS

1. Lessee agrees to comply with the requirements of the Federal Transit Administration (FTA) and all standard assurances and one time submissions contained in ARRA grant project No. KS-96-X004-00, which is incorporated by this reference as though fully set forth herein, which are binding on the Lessor, where such terms, rules and regulations are applicable to the Lessee and its intended use of said vehicle(s) and equipment.

Lessee also agrees to be bound to the Federal Government by the same assurances made by the Lessor to the Federal Transit Administration with regard to compliance with statutes, regulations, administrative requirements, executive orders, Title VI of the Civil Rights Act of 1968, Section 223 of the Americans with Disabilities Act of 1990, all applicable federal regulations covering drug free workplace and drug/alcohol testing, all equal employment opportunity and affirmative action program requirements, laws and procedures. Other said assurances are listed in the FY2009 Annual List of Certifications and Assurances, and as amended annually in the Federal Register and are incorporated herein by this reference.

2. Lessee hereby assumes and shall bear risk of loss and damage to the vehicles (s) from any and every cause whatsoever. In the event of loss or damage of any kind to the vehicle (s), or any part thereof, which loss or damage is not covered by insurance proceeds as set forth in Item 5 (b) hereof, the Lessee, at the option of the Lessor, shall:
 - A. Place the same in good repair, condition and working order; or
 - B. Replace the same with vehicle(s) in good repair, condition, and working order, which vehicle (s) shall thereupon become subject to this Lease; or
 - C. Pay Lessor in cash the Straight Line Per–Annum depreciated value of said vehicle(s) prior to the damage or loss, as mutually agreed by Lessor and Lessee. Upon such payment, this Lease shall terminate with respect to the said damaged vehicle(s) and Lessee thereupon shall become owner thereof.
3. Notwithstanding any other agreements, the Lessee agrees to indemnify and hold the Lessor harmless from all legal liability with respect to bodily injury, death and property damage arising from the negligence of the Lessee, its employees, officers, agents and assignees in its use, maintenance and operation of each vehicle leased hereunder.
4. Lessee shall:
 - A. At its own expense, maintain and provide liability, collision and comprehensive insurance coverage with the following limits, or with higher limits if required by state law during the term of this agreement:

i. Liability:

Bodily Injury:	\$500,000	Each Accident
Property Damage:	\$500,000	Each Accident
OR		
Bodily Injury & Property Damage Liability (Combined Single Limit)	\$500,000	Each Accident

ii. Collision:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

iii. Comprehensive:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

- B. The loss payable endorsement shall provide that all amounts payable by reason of loss for damage to the vehicle(s) and equipment shall be payable to the Lessor only. The Lessor agrees to apply all insurance proceeds to the repair of the vehicle. In the event that the vehicle is not repairable, this Lease will be terminated with respect to the vehicle and the Lessor shall retain the insurance proceeds.

The certificate of insurance shall state that the City of Wichita, Kansas/Wichita Transit shall be an additional insured under the policy of insurance and will be given a 30 day notice prior to any material change or cancellation of any policy covered by the certificate of insurance. Such policy or certificate thereof shall be delivered to the Lessor prior to the delivery of the vehicle(s) to the Lessee. Copies of all renewal policies and certificates shall be sent to the Lessor.

5. Lessee shall, at its own expense, pay all operating expenses necessary for the proper use and operation of each vehicle covered by this agreement. Lessee shall also be responsible for all maintenance of the vehicle(s) and related equipment. Such maintenance shall be performed at factory-authorized maintenance facilities, or facilities approved by Lessor, and in accordance with manufacturer's recommended schedules and procedures. Lessee shall maintain maintenance records on each vehicle, which shall be subject to inspection by representatives of the Lessor during regular business hours. Representatives of the Lessor, FTA shall also have the right to inspect the vehicle(s) from time-to-time during the term hereof to confirm that the vehicle(s) is (are) being properly maintained.
6. Lessee shall, at its own expense, pay all storage charges, parking charges, and fines, and shall also pay any fee imposed on each vehicle by any duly constituted governmental authority as a result of the use of intended use of the vehicle(s) by the Lessee.
7. No alterations, additions or improvements shall be made to the vehicle(s) without the prior written consent of the Lessor. All additions and improvements of whatsoever kind or nature made to the vehicle(s) shall immediately become the property of the Lessor and subject to the terms of this Lease.
8. Lessee shall inspect the vehicle(s) within 24 hours after receipt thereof. Unless the Lessee, within said period of time, gives written notice to the Lessor specifying any defect in, or other proper objection to, the vehicle(s), the Lessee agrees that it shall be conclusively presumed, as between the Lessor and the Lessee, that the Lessee has fully inspected and acknowledged, that the vehicle(s) is (are) in good condition and repair, and that the Lessee is satisfied with and has accepted the vehicle(s) in such good condition and repair. Lessee acknowledges that it is not relying on any promise as to the fitness of the vehicle(s) leased,

and that none has been made by the Lessor. The Lessee hereby waives any claim against the Lessor for maintenance expenses or for other loss or damage to the Lessee as a result of the condition or performance of the vehicle(s) leased.

9. Lessee will not permit any person to operate the vehicle(s) unless such a person is a qualified, competent and careful licensed driver or chauffeur, and is otherwise permitted by law to operate the vehicle(s) described herein. An annual motor vehicle driver's record check, conducted by the Lessee, is required for each driver of the vehicle(s) and must be submitted to the Lessor within 30 days after completion.
10. Lessee shall mark said vehicle(s) with exterior decals, provided by the Lessor, for the purpose of identifying said vehicle(s) as being owned by the City of Wichita, Kansas/Wichita Transit. A decal/logo will be installed identifying the vehicle(s) was (were) funded using American Recovery and Reinvestment Act (ARRA) grant funds provided by the Lessor. The Lessee may, in addition to the Lessor decal, place its own exterior identification decal on the vehicle(s) for the purpose of identifying the lessee sponsored operation of said vehicle(s). Any other interior or exterior advertisements, paid or otherwise, are prohibited and may not be placed on said vehicle(s).
11. Lessee shall keep satisfactory records with regard to the use of the vehicle(s) to assure compliance with FTA regulations, and the terms and conditions of this Lease, and agrees to submit such records along with the maintenance records required by Item 5 of these General Provisions, on a monthly basis to the Lessor during the term hereof. In addition, Lessee shall permit authorized representatives of the City of Wichita/Wichita Transit, U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Lessee relating to its performance under the Lease.
12. This Lease is irrevocable for the full term hereof and shall not be terminated or cancelled by Lessor or Lessee except as follows:
 - A. Lessee will have the option to cancel this lease upon 30 days written notice should the Lessee become financially unable to provide funds for the operation of said vehicle(s).
 - B. Lessee shall be obligated to immediately return the vehicle(s) to the Lessor without notice, should the Lessee fail to provide transportation in compliance with FTA regulations, or should the Lessee fail to fully comply with the terms and conditions of this Lease.
 - C. Lessor and the Lessee may agree to terminate this Lease for their mutual convenience.
13. This Lease is, and is intended, to lease said vehicle(s) and Lessee does not hereby acquire any right, title, or interest whatsoever, legal or equitable, in said vehicle(s) or equipment except as provided in this agreement. Lessor shall not be deemed a joint venturer with the Lessee in the operation of said vehicle(s), and Lessor and Lessee agree that Lessor shall not have right of control of the use of the vehicle(s) leased except as set out herein.
14. This Lease shall be governed by and construed under the laws of the State of Kansas.

15. Lessor's failure to strictly enforce any provisions of this Lease shall not be construed as a waiver thereof or as excusing the Lessee from future performance.
16. Notices provided for hereunder shall be deemed given when sent by certified mail to the signatories of this Lease at the addresses of the Lessee and the Lessor, as contained in this Lease, or to such person and address as either party shall notify the other in writing.
17. This Lease constitutes the entire agreement between the parties hereto, and any changes or modifications of this Lease must be in writing and signed by the parties hereto.

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: Bonding Resolution - Century II Renovations Project (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the bonding resolution.

Background: On September 11, 2007, the Wichita City Council approved \$1.5 million dollars to fund improvements at the Century II facility. These improvements were programmed at the time to include a new marquee, security improvements, renovations to Convention and Concert Halls, kitchen upgrades, and meeting room improvements.

Analysis: In 2008, marquee sign improvements and meeting room upgrades were completed, as well as expenditures in other budgeted areas. In the fall of 2008, management of Century II transitioned to the Division of Arts & Cultural Services. This led to a comprehensive re-evaluation of the facility's needs that focused on the restoration of the aging building's infrastructure. Staff proposes replacement phone and ticketing systems, new doors, terrazzo repairs, and replacement event equipment. Kitchen equipment replacement and some security improvements will be deferred to a later date.

Financial Considerations: The proposed project modifications do not affect the previously approved project budget of \$1.5 million. Total current amended costs identified are \$900,000.

Goal Impact: Quality of Life. The investment will help maintain and optimize public facilities and assets.

Legal Considerations: The Law Department has reviewed and approved the bonding resolution to form.

Recommendation/Action: It is recommended that the City Council approve the bonding resolution.

Attachments: Bonding Resolution.
Declaration of Intent

Published in the Wichita Eagle on January 30, 2010

RESOLUTION NO. 10-016

A RESOLUTION AMENDING RESOLUTION NO. 07-510, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA, KANSAS FOR THE IMPROVEMENT AND RENOVATION OF CENTURY II.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That Section 1 of Resolution No. 07-510 is hereby amended to read as follows:

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, and equipment for improvements at the Century II Convention Center, including campus marquees, security enhancements, carpet, office and lobby furnishings, kitchen upgrades, meeting room upgrades, audio/visual and stage sound improvements, event equipment, stage equipment, phone and computer equipment, and other improvements to interior areas. In addition labor, material and equipment for improvements to Century II Convention Center including, phone system, ticketing system, new doors, terrazzo repairs, and event equipment repair and replacement.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated at \$1,500,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That the prior version of Section 1 of Resolution No. 07-510 is hereby repealed.

SECTION 5: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 26th day of January, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**AMENDMENT TO DECLARATION
OF OFFICIAL INTENT CERTIFICATE**

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas, and hereby amends a certain Declaration of Official Intent Certificate by substituting the maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with such capital improvement projects as detailed below.

<u>OCA No.</u>	<u>TITLE</u>	<u>AMOUNT</u>
112000	07-510	\$1,500,000.00

SECTION 1: That Section 1 of Resolution No. 07-510 is hereby amended to read as follows:

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SECTION 4: That the prior version of Section 1 of Resolution No. 07-510 is hereby repealed.

SECTION 5: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

This Certificate being signed and executed under oath by the Finance Director of the City of Wichita on the _____ day of _____.
(month, year)

CITY OF WICHITA, KANSAS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Kelly Carpenter, Director of Finance

Sworn to and subscribed before me this _____ day of _____.
(month, year)

Notary Public

My appointment expires: _____

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council Members

SUBJECT: Kansas Department of Transportation (KDOT) Construction Training Project

INITIATED BY: Human Resources

AGENDA: Consent

Recommendation: Approve the City's continued services to KANSEL clients and authorize the necessary signatures.

Background: At its August 5, 2008 meeting the City Council authorized the City's Career Development Office (CDO) to collaborate with KANSEL, a local not-for-profit agency, on a KDOT-funded project to train minorities, women and disadvantaged individuals for the highway construction industry. Under a Memorandum of Understanding (MOU) with KANSEL, the CDO provided group and individual training and counseling services. At its July 14, 2009 meeting the Council authorized a renewal of the MOU through September 30, 2009.

KANSEL is now requesting the project be extended and expanded to allow the CDO to provide the same services, at the same fee structure, to KANSEL's DOT and non-KDOT clients for the next year.

Analysis: Through July of 2009, the CDO provided services for 87 KANSEL clients. These services are strengths-based, focused on personal responsibility and accountability, with employment as the goal for each. Up to 135 KANSEL clients will be served in the next year.

Financial Considerations: This project does not obligate general fund monies.

Goal Impact: The City's participation with KANSEL will promote economic vitality and affordable living by providing clients with services designed to promote economic self-sufficiency and independence.

Legal Considerations: The Department of Law reviewed as to form the document to renew the MOU between the City and KANSEL.

Recommendation/Action: It is recommended that the City Council approve the City's continued services to KANSEL clients and authorize the necessary signatures.

Attachments: MOU renewal document

MEMORANDUM of AGREEMENT

Construction Skills and Life Management Program

THIS AGREEMENT is made and entered into this 1st day of February, 2010, by and between the Kansas School for Effective Learning, Inc., hereinafter referred to as "KANSEL," and the City of Wichita Career Development Office, hereinafter referred to as "CDO."

WHEREAS, KANSEL has contracted with the Kansas Department of Transportation, Topeka, KS, hereinafter referred to as "KDOT," to administer a Construction Skills and Life Management Program (CSLM) for the purpose of preparing minorities, women and disadvantaged individuals for employment in the Federal-aid highway construction industry in the Wichita Metro Area; and

WHEREAS, the CDO currently conducts experiential and interactive job-seeking skills workshops that are designed to prepare workshop participants for self-sufficiency and employment; and

WHEREAS, KANSEL and CDO agrees that it is their objective to enter into a Provider Agreement under which the CDO will provide vendor services for the CSLM Program, and other referred KANSEL participants, which will prepare program participants with the skills they need to overcome barriers and secure employment.

NOW THEREFORE, KANSEL AND THE CDO MUTUALLY AGREE TO THE FOLLOWING:

SECTION I. CSLM PROGRAM.

KANSEL will administer a CSLM Program in accordance with the State of Kansas Request for Proposal (RFP) Number 10789-REBID#2, the renewal agreement document, and the KANSEL proposal submitted in response to that RFP, which is attached as Exhibit A of this agreement.

SECTION II. CDO COMPENSATION AND VENDOR DUTIES.

- A. KANSEL and CDO understand and agree that the CDO shall receive compensation for services provided to approved CLSM Program participants, and other KANSEL program participants in accordance with rates established in this agreement.
- B. CDO Duties – The CDO agrees to:
 - 1. Provide KANSEL referred participants with job readiness training through the ten (10) day CDO workshop titled "Success Through Achievement and Responsibility," hereinafter referred to as "STAR," the purpose of which is preparation of participants for full-time unsubsidized employment.
 - 2. A successful workshop completion rate of 75% for those STAR participants billed by the CDO.

SECTION III. BILLING AND PAYMENT.

- A. CDO agrees to bill KANSEL within the first ten (10) days of each month after services are provided, during the term of this agreement.
- B. KANSEL agrees that payment shall be made to the CDO within thirty (30) days of receipt of the billing.
- C. CDO agrees to bill KANSEL at the following rates for STAR attendance:

Rates: STAR workshop \$250 per participant

Attendance is defined as STAR presence for three (3) complete days, which will incur full participant cost.

SECTION IV. AGREEMENT DEFINITIONS AND SPECIAL CONDITIONS.

All parties to this agreement shall abide by the contract and program definitions as specified in the State of Kansas Request for Proposal Number 10789-REBID#2 and/or the KANSEL Construction and Life Skills Management Program Proposal and/or the subsequent renewal agreement.

SECTION V. EFFECTIVE DATE.

This agreement shall become a legal and binding document upon signatures of both parties, but shall have an effective date of February 01, 2010. There will be options to renew this agreement for three (3) additional one (1) year periods.

SECTION VI. ENTIRE AGREEMENT.

This agreement is intended to encompass the entire agreement of the parties and supercedes all prior agreements with respect to the subject matter hereof. Any amendment or modification of this agreement must be in writing and be signed by the parties in order to be effective.

SECTION VII. ASSIGNMENT.

Neither this agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by any party to this agreement without the prior written consent of all other parties to this agreement.

SECTION VIII. INDEMNIFICATION.

To the extent allowed by law, each party agrees to indemnify and hold the other, including officers, agents and employees, harmless from all claims, suits, judgments and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of duties prescribed in this agreement. However, the amount of such indemnification shall not exceed \$500,000 for any number of claims arising out of a single occurrence or accident. Each party shall give the other immediate written notice of any claim, suit or demand that may be subject to this provision. This provision shall survive the termination of this agreement.

SECTION IX. NON-DISCRIMINATION.

During the performance of this agreement the parties agree that they will not discriminate against any employee or service recipient because of race, color, religion, sex, age, disability, ancestry or national origin, and will comply with all Federal and State of Kansas antidiscrimination laws.

SECTION X. TERMINATION OF AGREEMENT.

This agreement may be canceled by either party by providing written notice at least thirty (30) days in advance of the effective date of the termination. The CDO shall not perform new agreement services after the receipt of the written notice of termination, and shall cancel as many existing Program services as possible.

SECTION XI. AGREEMENT EXHIBITS.

All exhibits referenced herein and all amendments or mutually agreed upon modification(s) to this agreement are hereby incorporated in this agreement as though fully set forth herein.

Agreement Exhibits: A. State of Kansas Request for Proposal Number 10789-REBID#2
 B. KANSEL Construction and Life Skills Management Program Proposal
 C. KANSEL Construction and Life Skills Management Program Renewal

IN WITNESS WHEREOF, the parties- hereto have executed this agreement the day and year first written above.

KANSAS SCHOOL FOR EFFECTIVE LEARNING, INC.

Carolyn Bunch, Executive Director

Date: _____

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

Date: _____

ATTEST:

Karen Sublett, City Clerk

Date: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Date: _____

City of Wichita
City Council Meeting
January 26, 2010

TO: Mayor and City Council

SUBJECT: Authorize the Economic Development Fund to pay the debt service payment for the Kansas Sports Hall of Fame Public Building Commission bonds. (District VI)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve debt service payment.

Background: On June 1, 2003, the Wichita Public Building Commission (PBC) issued its Improvement Revenue Bonds in the amount of \$1,700,000 to finance the acquisition and renovation of a former industrial building in Old Town, at 238 N. Mead, on behalf of the City of Wichita, in order to provide a museum facility for the Kansas Sports Hall of Fame (KSHOF). Under the financing structure securing the PBC Bonds, The City is ultimately responsible for the payments on the revenue bonds. The City of Wichita leases the facility from the PBC and until recently, subleased it to the KSHOF. The bond structure includes a purchase option provision that allows the City as lessee to purchase the facility for \$1.00 when all remaining PBC Bonds have been paid or defeased.

Analysis: The City currently has the building at 238 North Mead under contract. However, until a sale can be completed and the proceeds used to defease the bonds, the City of Wichita is responsible to ensure the debt service payments are made in accordance with the bond covenants. The City of Wichita will make the February 1, 2010 and August 1, 2010 payment and all additional payments until the building is sold.

Financial Considerations: The principal amount of the bonds totals \$1,315,000 with interest outstanding totaling \$445,162.50. The debt service payment due on February 1, 2010 totals \$25,855.82 and \$95,858.75 for August 1, 2010. Funds are available within the Economic Development Fund.

Goal Impact: The Internal Perspective Goal is maintained through the timeliness of all City of Wichita bond payments.

Legal Considerations: Non-budgeted expenditures in excess of \$25,000 must be approved by City Council.

Recommendation/Action: It is recommended that the City Council approve the debt service payments for the Kansas Sports Hall of Fame Public Building Commission bonds for February and August 1, 2010 from the Economic Development Fund and budget adjustments as required.

Second Reading Ordinances for January 26, 2010 (first read on January 12, 2010)

Forgivable Loan Agreement for Airbus North America Engineering, Inc. (District VI)

ORDINANCE NO. 48-589

An ordinance of the City of Wichita, Kansas, authorizing, prescribing the form and authorizing the execution of a forgivable loan agreement and promissory note by and between Airbus North America Engineering, Inc. and the City of Wichita, Kansas.

Acquisition by Eminent Domain of Easements for the Wichita-Valley center Flood Control Levee Certification and Rehabilitation Project. (District III)

ORDINANCE NO. 48-590

An Ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

Public Hearing and Tax Exemption Request, Burnham Composite Structures, Inc./GRL Property Management, Inc. (District IV)

ORDINANCE NO. 48-591

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas Constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of GRL Property Management, Inc., so exempted.